United States Court of Appeals for the Second Circuit



EXHIBITS

ORIGINAL WITH PROOF OF SERVICE

75-7655

UNITED STATES COURT OF APPEALS

for the

SECOND CIRCUIT

TRANS WORLD AIRLINES, INC.,

Plaintiff-Appellee,

-against-

CHARLES W. BEATY, WILLIAM R. BREEN, JOHN P. CARR, FRANKLIN D. DACK, DAVID LEWIS DAVIES, FRANK DAVIS, CHESTER LEE EDWARDS, OTTO F. FLEISCHMANN, ROBERT W. GAUGHAN, E. T. GREENE, LAWRENCE RAYMOND JESSE, KENNETH E. LENZ, EDWARD A. LEONHARD, A. C. LOOMIS, Jr., VERNON C. MEYER, JAMES MILTON MILLER, MARSHALL EARL QUACKENBUSH, CHARLES V. TATE and CHARLES E. WOOLSEY,

Defendants-Appellants.

On Appeal from an Order and Judgment of the United States District Court for the Southern District of New York

EXHIBITS

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INDEX TO EXHIBIT VOLUME

Exhibit #	<u>Description</u>	age
Jt. Ex. 1 (portion)	Contract booklet containing TWA-FEIA Collective Bargaining Agreement signed July 29, 1958 Cover page, pp.2-4, 41-46, 51	1 .
Jt. Ex. 2 portion)	Contract booklet containing TWA-FEIA Collective Bargaining Agreement signed November 21, 1962 Cover page, Table of Contents, pp. 1-3, 63-70, 78, 92-104, 107-09, 115-17, 126-27	10
Jt. Ex. 3 (portion)	Contract booklet containing TWA-FEIA Collective Bargaining Agreement signed February 18, 1966 Cover page, pp. 3, 5, 6, 7, 22-25	32
Jt. Ex. 5 (portion)	Report of the Presidential Commission; dated May24, 1962 pp. 19-26, 40-53, 57	39
Jt. Ex. 8	TWA-ALPA Supplemental Memorandum dated September 25, 1962 pp. 137-139, 140, 145	63
Jt. Ex. 9	Contract booklet containing TWA-ALPA Collective Bargaining Agreement signed May 13, 1968 Cover page, pp. 2, 3, 5-13, 25-30, 104-113, 126, 127	68
Jt. Ex. 10	Contract booklet containing TWA-ALFA Collective Bargaining Agreement dated January 23, 1970 Cover page, pp. 2-6, 12-14, 33-40, 137-148, 164-68	86
Jt. Ex. 11	Contract booklet containing TWA-ALPA Collective Bargaining Agreement signed July 7, 1972 Cover page, pp. 2-6, 172-183, 200-204	121
Jt. Ex. 13	Letters requesting arbitration by Defendants: Beaty, Breen, Carr, Dack, Davies, Davis, Edwards, Fleischmann, Jesse, Lenz, Leonhard, Loomis, Meyer, Miller, Quackenbush, Tate, Woolsey	145

Exhibit #	Description	Page
Jt. Ex. 17	Decision of Pilot System Board of Adjustments on Grievances of Certain Defendants, March 2, 1973	163
P1. Ex. 1	Letter from Asher Schwartz to David Crombie, dated July 11, 1962, with five page attachment. Not admitted into evidence by District Court-see Appendix pages 70-76 (transcript pages 5-11).	220
P1. Ex. 2	Letter from Asher Schwartz to Jesse Freidin, dated August 16, 1962, with four page attachment.	227

JOINT EXHIBIT 1 (portion)

Description

Contract booklet containing TWA-FEIA Collective Bargaining Agreement signed July 29, 1958.

Designated Pages

Cover Page, pp. 2-4, 41-46, 51

TRANS WORLD AIRLINES, Inc.

TECTA

AGREEMENT

between

Trans World Airlines, Inc.

and

The Flight Engineers

in the service of Trans World Airlines, Inc.

as represented by the

Flight Engineers' International Association.

A.F.L.-C.I.O. TWA Chapter

Signed July 29, 1958

TABLE OF CONTENTS

ection		Lyfe
1	Recognition	3
п	Definitions	4
ш	Compensation	7
· IV	Training Pay	11
v	Deadhead Time	14
VI	Flight Scheduling	15
VII	Overseas Benefits	21
νш	Expenses	23
	Moving Expenses .	25
. x	Vacations	27
XI	Salary Continuance for Sickness	31
	Leaves of Absence	32
	Seniority	34
	Seniority List	36
XV	Probation	36
	Vacancies	37
XVII	Reductions, Displacement, Furlough, and Return From Other Duty	39
XVIII	Investigations, Bearings, and Appeals	41
XIX	Grievances	43
xx	Board of Adjustment	43
XXI	Physical Examinations	46 .
XXII	Miscellaneous	48
XXIII	Duration of Agreement	51
	Supplemental Agreement # 1	52
	Supplemental Agreement # 2	54
	Memorandum of Understanding (Association	
	Security)	58
	Letter of Agreement (Transcontinental Non- Stops)	66
	Letter of Agreement (Jet Supplement)	
NOTE	E: Vertical black lines in margins indicate change	
Drev	lous agreement.	

AGREENENT

between

TRANS WORLD AIRLINES, INC.

and

THE FLIGHT ENGINEERS

in the service of

TRANS WORLD AIRLINES, INC.

as represented by the

FLIGHT ENGINEERS' INTERNATIONAL ASSOCIATION, AFL-CIO, TWA CHAPTER

This Agreement is made and entered into in accordance with the This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between TRANS WORLD AIRLINES, INC., hereinafter called the "Company", and the Flight Engineers in the employ of Trans World Airlines, Inc., represented by the FLIGHT ENGINEERS' INTERNATIONAL ASSOCIATION, AFL-CIO, TWA CHAPTER, hereinafter called the "Association". after called the "Association".

In making and entering into this agreement, the parties hereto mutually recognize that compliance with the terms hereof and the development of a spirit of cooperation is essential for the mutual benefit of the parties and the accomplishment of the intent and purpose of this Agreement.

It is hereby mutually agreed:

SECTION I RECOGNITION

The Flight Engineers' International Association, AFL-CIO, TWA Chapter, has been duly certified by the National Mediation Board as the designated and authorized representative, for the purposes of the Railway Labor Act, of the class or craft of employees of Trans World Airlines, Inc., known as Flight Engineers and Student Flight Engineers undergoing training on a full-time basis.

SCOPE

A Flight Engineer, who is included on the sentority list provided for and covered by this Agreement, shall be assigned to and used on all flights, without regard to the type of equipment used and operated, in all instances when a cockpit flight crew member in excess of two is assigned to perform the flight engineering function.

This Agreement shall be applicable to all flights and to the opera-

ation and use of all types of equipment without regard to any other name or description by which the flight engineering function may be designated: Provided, however, that if the regulation of any government agency requires that, in the use and operation of any specified type of equipment, all members of a minimum cockpit flight crew of three or more, on such equipment shall posses specified qualifications and/or specified licenses which are no solely incident or necessary to the performance of the flight engineering function, the member of such minimum crew who is to, or does, perform the flight engineering function shall be selected and assigned from the seniority list, covered by this Agreement, of Flight Engineers, who may possess or acquire the qualifica-tions and/or licenses required by such regulations: Provided, further that the Company will not enter into any collective bargaining agreement, with any other organization or association, covering employees who perform the flight engineering function so long as the certification of the Association as bargaining re presentative for such employees remains in effect; and Prowided, further that "the flight engineering function" as used here in is defined to mean that function as it is generally known.

The a location of cockpit duties will be determined by the Company.

For the purpose of the foregoing, the following are not considered part of the minimum flight crew: crew member carried
(1)because of the nature of the route (such as Navigators), (2)because of the schedule being flown (such as more than two Pilots
om multiple crew operation), (3) as supervisors or employees to
instruct or check crew member proficiency, and (4) as cabin attendants and other service employees.

SECTION II

As used in this Agreement, the term

- (A) "Student Flight Engineer" means an employee of the Company who possesses a valid CAA aircraft and aircraft engine mechanic's certificate and who is undergoing training on a full time basis for the position of Flight Engineer.
- (B) "Flight Engineer" means an employee designated by the Company to serve as such and who is responsible for assuring the airworthy condition of the aircraft on which he is to serve before its departure; for the safe and efficient mechanical operation of the aircraft and if components while in flight, including recognition and correction of maifunctioning to the extent practicable; for the manipulation of its engineering controls; and for all related ground and flight duties as assigned; and who meets all government and Company requirements for the position of Flight Engineer and who possesses a currently valid aircraft and aircraft engine mechanic's certificate.

- (C) "Month" means the period from and including the first day of, to and including the last day of, each calendar month of the year; except January shall be considered as January 1 through January 30; February shall be considered as January 31 through March 1; March shall be considered as March 2 through March 31. All other months shall be calendar months.
- (D) In computing the hours of a Flight Engineer (over two years service) for flying pay purposes the greatest of the following shall be used on all flights:

(1) Actual time block-to-block

(2) Scheduled time block-to-block
(3) Minimum of one (1) hour for each four (4) trip hours as defined in Section II (S). This shall be paid as an extension of the last leg flown. (This provision (3) shall apply only to reciprocating equipment):

In determining actual or scheduled under (1)or (2)above, such time shall be calculated on a leg-by-leg basis.

- (E) "Day Flying" (Transcontinental) means all flying between the hours of 6:00 A.M. and 6:00 P.M., Standard Time, and "Night Flying" (Transcontinental) means all flying between the hours of 6:00 P.M. and 6:00 A.M., Standard Time. In all cases, the time of departure used hereinshall be the time of block departure of the airplane. When changes in the time zone occur in flight, the time zone at the station of last take-off shall be used in computing the day and night flying time for that leg of the trip.
- (F) "Miscellaneous Flying" means flying other than scheduled, charter, self-training, or staff instruction flights. Any test or ferry flying performed by a Flight Engineer in connection with the flight to which he is assigned will not be considered as miscellaneous flying.
- (G) A "Run" means a flight or combination of flights as designated by flight number(s) and t rn station(s), on which a Flight Engineer is regularly scheduled, including the domicile at which the Flight Engineer who flies the run is based.
- (H) "Deadhead Time" is that time spent at the direction of the Company traveling by any means of transportation as a non-operating crew member to or from protecting a flight; except that no time spent as a member of a multiple crew will be considered as deadhead time.
- (I) "Domicile" means a location where Flight Engineers are permanently based.
- (J) "Special Assignment" is an assignment to duty as defined in (B) above other than to miscellaneous flying, self-training, or to charter or scheduled runs out of the domicile on the operation to which a Flight Engineer is permanently assigned, Page five

This provision (B) shall not apply in case of operation of Section XVI (J) or any case where the Company does not require the services of an employee for a temporary period because of an Act of God, circumstances over which the Company has no control, or strikes or other work stoppages.

The temporary period shall not exceed fourteen (14) days unless an extension thereof is mutually agreed to by the Company and the Association.

- (C) A Flight Engineer affected by a reduction in force and unable to displace under (B) above, will be offered an existing vacancy in the Company for which, in the Company's opinion, he may have the necessary qualifications. An Engineer who declines such offer and leaves the service of the Company shall retain and continue to accrue seniority subject to the provisions of Section XIII (D); however, if not reemployed by the Company as a Flight Engineer within two (2) years, he shall lose all Flight Engineer seniority.
- (D) A Flight Engineer who is furloughed because he is unable to displace under (B) above shall be reinstated in order of Flight Engineer seniority (subject to the provisions of Section XV) when a Flight Engineer opening occurs, providing:
 - (1) Such opening occurs within two (2) years;
 - He keeps the Industrial Relations Department of the Company informed of any change of address;
 - (3) That within five (5) days after receipt of notification of reemployment, he indicates by telegram his acceptance of such reinstatement and returns to the employ of the Company within twenty (20) days after date of receipt of notification of reemployment, unless justifiable reason be presented for failure to do so.

Any offer of reemployment after furlough shall be sent by Registered Mail (return receipt requested) or telegram to the employee at the last address flied by him with the Industrial Relations Department; however, there shall be no duty on the part of the Company to send a notice to a furloughed employee unless he shall, when furloughed, file his address with the Industrial Relations Department and shall thereafter promptly notify such Department of any change in address.

(E) If any Flight Engineer shall fail to accept reinstatement when offered and to return to the employ of the Company under the provisions of Paragraph (D) of this Section, he shall be removed from the Flight Engineer Seniority List.

Page forty

- (F) A Flight Engineer shall retain the last domicile which he beld prior to leaving his Flight Engineer position as described in Section XIII (B) and (C). If such domicile is no longer in existence, or if his seniority is insufficient to displace the least senior Flight Engineer at that domicile, he shall exercise one of the prerogatives outlined in (B) of this Section.
- (G) In the event that any operation (International or Transcontinental), route or route segment is sold or becomes disaffiliated from the Company, any Flight Engineer displaced as a result thereof will be permitted to exercise one of the prerogatives outlined in (B) of this Section.
- (B) Thirty days' notice of furlough or release for reason of curtailment of personnel shall be given to Flight Engineers; except that the thirty days' notice requirement shall not apply where the furlough or release is occasioned by Actof God, circumstances over which the Company has no control, or strikes or other work stoppages of employees of the Company.

SECTION XVIII

INVESTIGATIONS, HEARINGS, AND APPEALS

(A) Investigation and Hearing

- (1) A Flight Engineer who has completed his probationary perlod shall not be dismissed from the Company without notification in writing as to any such action, containing the precise charges being preferred against him. Nor shall he be
 held out of service for more than seven (7) days without
 written notification of charges preferred against him. Such
 Flight Engineer shall not be dismissed without an investigation and hearing, provided that within seven (7) days sitter receiving such notification, the Flight Engineer posts
 by registered or certified mail, a written request to the
 Regional Superintendent of Flight Engineers of his region
 for an investigation and hearing. Nothing in this Agreement shall extend the right of investigation and hearing upon dismissal to a Flight Engineer during his probationary period shall have the right of investigation, hearing,
 and appeal on any action of the Company effecting him except dismissal.
- (2) Such investigation and hearing shall be held by a funior operating official of the Company designated by the Company for the purpose and shall be held within seven (7) days after the Company receives the written request for an investigation and hearing.

Page forty-eas

- (3) Within seven (7) days after the close of such investigation and hearing, the Company shall announce its decision in writing and shall furnish the Flight Engineer and his representative a copy thereof.
- (4) The Association shall be notified prior to, and Association representatives may attend, all investigations, dismissal, discipline, and grievance hearings under Sections XVIII and XIX of this Agreement.

(B) Appeal

- (1) When a copy of such decision has been received by the Flight Engineer and his representative and such Flight Engineer is dissatisfied with the Company's decision, he shall have the right to appeal by means of a wratten request directed to the Vice President of Operations, provided that such appeal request is posted by registered or certified mail to said official within ten (10) days from the date of the Flight Engineer's receipt of the decision of the investigation and hearing conducted by the junior operating official. Such appeal hearing shall be held within seven (7) days after the receipt of the Flight Engineer's request therefor and shall be held by a senior operating official of the Company.
- (2) Within seven (7) days after the close of such appeal hearing, if the employee is based in the United States, and within thirty (30) days if the employee is based outside the United States, the Company shall announce its decision in writing and shall furnish the Flight Engineer and his duly accredited representative a copy thereof.

(C) General

- (1) If any decision made by the Company under the provisions of this Section is not appealed by the Flight Engineer affected within the time limit prescribed herein for such appeals, the decision of the Company shall become final and binding.
- (2) If, as a result of any hearing or appeal therefrom as provided herein, a Flight Engineer is unconditionally exonerated, he shall, if he has been held out of service, be reinstated without loss of seniority and shall be paid for all such time lost in amount equal to that which he would have ordinarily earned had he been continued in service during such period.
- (3) II, as a result of any hearing or appeal therefrom as provided herein, the Flight Engineer Lead be unconditionally exonerated, the personnel record shall be cleared of the charges.

Page forty-two

(4) In it is mutually agreed that a stenographic report is to be taken of the investigation and hearing in whole or in part, the cost will be borne equally by both parties to the disquite. In the event it is not mutually agreed that a stenographic report of the proceedings shall be taken, any written record available taken of such investigation and hearing made by either of the parties to the dispute shall be furnished to the other party to the dispute upon request, provided that the cost of such written record so requested shall be borne equally by both parties to the dispute.

SECTION XIX

GRIEVANCES

- (A) Any Flight Engineer or group of Flight Engineers covered by this Agreement who have a grievance concerning any action of the Company affecting them shall be attitled to the same rights of investigation and hearing, and the same privileges concerning appeal as are accorded individual Flight Engineers in Section XVIII of this Agreement. When agroup of Flight Engineers have a grievance, they shall select a representative or representatives to act in their behalf at investigations and hearings as outlined in Section XVIII.
- (B) Subject to space being available, witnesses and representatives who are employees of the Company shall receive free transportation over the lines of the Company from the point of duty to the point of hearing and return.
- (C) If, as a result of any hearing or appeal therefrom as provided herein, a Flight Engineer's grievance is upheld, he shall be paid an amount sufficient to bring his earnings up to that which he would have earned had he not been aggrieved, plus moving expenses, as provided in Section IX, incurred as a result of the Company's action.

SECTION XX

BOARD OF ADJUSTMENT

- (A) In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is hereby established a Board of Adjustment for the purpose of investigating, considering, and determining disputes as defined in Paragraph (D) herein, which may arise under the terms of this Agreement and which are properly submitted. Such Board shall be known as the Trans World Afrikes, Inc., Flight Engineers' Board of Adjustment.
- (B) The regular panel of the Board shall be composed of four (4)

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members, two (2) selected by the Company and two (2) selected by the Association.

- (C) The members of the regular panel of the Board shall continue to serve until such time as the parties sedecting the representative members shall select their successors, which may be done at any time except during the time whem the Board is holding a session. A special panel of the Board may be appointed at any time by mutual agreement of the parties to handle any particular grievance. Such panel shall comsist of four (4) members, two (2) appointed by the Company amd two (2) by the Association: Members of the regular panel may (but need not necessarily) be members of a special pamel, except that their appointment as members of such special pamel, except that their at the end of the matter for which a special panel was appointed. Members of any special panel shall be governed by all provisions of this Agreement relating to the general panel.
- (D) The Flight Engineers' Board of Adjustment shall have jurisdiction over disputes between any employees and/or employees hereunder and the Company, growing out of dismissals of employees a who have completed their probatiomary period in grievant. I who have completed their probatiomary period of grievant. I could be interpretation or applification of any provisions in this Agreement. The jurisdiction of the Board of Adjustment shall not extend to changes in hours of employment, rates of compensation, or working conditions specifically enumerated in this Agreement. Except in thexcase of an employee dismissed during his probationary period, the Association may apply to the Board of behalf of itself or cm behalf of any Engineer, without prior referral to the procedures established by Section XVIII or Section XIX, within fifteen (15) days of the occurrence of the grievance or dismissal (in the case of applying in the interest of an Engineer based overseas, the period shall be thirty days).
- (E) The Board of Adjustment shall consider any dispute as defined in paragraph (D) herein properly submitted to it by the Vice President of Industrial Relations, or by the President of the Association, or by the authorized representative of either of them.
- (F) Except as set forth in (D) above, all disputes or controversies shall be submitted to the Board of Audjustment within ten (10) days after the Flight Engineer's receipt of the appeal hearing docision as set forth in Section XVIIII, Paragraph (B)(2). Such submission shall be in writing and addinessed to the Chairman of the Board of Adjustment. A clear and concise statement of the nature of the grievance, the date of the occurrence out of which the grievance arises, and the position of the party and/or parties referring the issue to the Board of Adjustment

Page forey-four

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shall constitute proper reference.

When a party submits a controver sy to the Board of Adjustment, a copy of the submission shall be mailed to the other party by registered or certified mail, return receipt requested. The date of posting such copy shall be the significant date for determining compliance with the fifteen (15) day period specified in (D) above or the ten (10) day period specified above.

- (G) The office of the Chairman of the Board of Adjustment shall be filled and held alternately for periods of one year, or until the successor is selected, by Company representatives and Association representatives, and the office of Vice Chairman shall be held by a representative of the party tot serving as Chairman.
- (B) When a dispute has been properly submitted to the Board of Adjustment, the Chairman, in conference with the Vice Chairman thereof, shall set a date for a formal meeting of the Board of Adjustment to consider the issue and/or issues presented, and such meeting shall be scheduled for a mutually satisfactory date which shall be no more than thirty (30) days after the date of such submission. The Chairman shall notify the other members of the Board of Adjustment in writing the time and place for meeting. A majority of the Board of Adjustment will constitute a quorum and shall be capable of rendering a final decision on the dispute presented.
- (I) In the event of a deadlock in any case properly referred to the Board of Adjustment, the members of the Board shall endeavor to agree, within fifteen (15) days from the date of such deadlock, upon a procedure for oreaking such deadlock. Il, after the expiration of said fifteen (15) days, the deadlock is not broken or such case is not otherwise disposed of and if such case involves only the application or interpretation of the terms of this Agreement, either party may, within fifteen (15) days, notify the Board of Adjustment in writing that the services of a fifth member of the Board, to warm the entire controversy shall be submitted, are desired. If such notice is not received, the controversy will be considered as settled. In the event that the Board of Adjustment is unable to agree upon the fifth member within three (3) days after receipt of such notice, it shall promptly request the American Arbitration Association to name a panel of nine (9) names from which the Company and the Association shall alternately strike one (1) name each until only one (1) name remains, and the individual whose name remains shall be the neutral fifth member of the Board. When the fifth member is so named, the Board shall immediately arrange for a determination of the dispute by the Board. The decision of the majority of the Board sitting with the fifth mem ber shall oe final and binding upon the parties. Each of the

Page jury-ft

parties shall bear the expense of preparing and presenting its own case to the fifth member, and the expense of the fifth member and other incidental expenses agreed to in advance or ordered by the fifth member shall be borne equally by the parties.

- (J) An employee hereunder may be represented at Board hearings oy such person or persons as he may designate, and the Company may be represented by the person or persons as it may designate. Evidence may be presented either orally or in writing or both.
- (X) Nothing herein shall be construed to limit, restrict, or abridge the rights or privileges accorded either to the employees or to the employer or to their duly accredited representatives, under the provisions of the Railway Lawor Act, as amended, and the failure to consider a dispute under the procedure established herein shall not, therefore, serve to foreclose any subsequent rights which such law may afford or which may be established by the National Mediation Board by orders issued under such law with respect to disputes which are not decided under the procedure established herein.
- (L) All meetings of the Flight Engineers' Board of Adjustment shall be held at the offices of the Company at Kansas City, Missouri, unless the members of the Board mutually agree to meet elsewhere.
- (M) R is understood and agreed that each and every Adjustment Board member shall be free to discharge his duty in an independent manner without fear that his individual relations with the Commany or with the employees may be effected in any manner by any action taken by him in good faith in his capacity as an Adjustment Board member.

SECTION XXI

PHYSICAL EXAMINATIONS

(A) Except for routine pre-flight examinations, a Flight Engineer shall not be required to submit to any Company physical examinations in excess of two (2) in any twelve (12) month period without the Flight Engineer's consent unless it is apparent that his health or physical condition is seriously impaired. In such case, the Flight Engineer's personal physician shall be furnished a copy of the Company's medical examiner's report, when so requested of the Company in writing by the Flight Engineer.

Page forty-ale

(B) Any Flight Engineer hereunder who falls to pass a Company physical examination may, at his option, have a review of the case in the following manner:

- (1) He may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of conducting a physical examination for the same purpose as the physical examination made by the medical examiner employed by the Company.
- (2) A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Cumpany, and in the event that such findings verify the findings of the medical examiner employed by the Company, no further medical review of the case shall be afforced.
- (2) In the event that the findings of the medical examiner choses by the employee disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the employee, ask that the two medical examiners agree upon and appoint a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of making a further physical examination of the employee.
- (4) The said disinterested medical examiner shall then make a further examination of the Flight Engineer in question and the case shall be settled on the basis of his find age.
- (5) The expense of employing the disinterested medical examiner shall be borne one-half by the Flight Engineer and one-half by the Company. Copies of such medical examiner's report shall be furnished to the Company and to the Flight Engineer.
- (C) Any information obtained by or as a result of a Company physical examination shall be confidential between the doctor, the Flight Engineer, and those supervisory and administrative personnel concerned with the Flight Engineer's physical constitue.

The above notwithstanding, there is no interest to are set to a receive the discovery to are set to a receive medical diagnosis nor to interfere with the processes of this section or the grievance sections of this Agreement, nor to interfere with or prevent investigations required in legal processes.

Page forty-serem

- (III) Special assignments with companies other than TWA or its subsidiaries shall be made only where mutually acceptable to both TWA and the Flight Engineer involved.
- (5) It is understood and agreed that all provisions of this Agreement shall be binding upon the successors or assigns of the Company. In case of a consolidation or merger, representatives of the Company and the Association will meet without delay and negotiate the proper provisions for the protection of the seniority and any other rights of the employees covered becaused.
- (1) No Flight Engineer covered hereunder shall be placed on special assignment for a period of more than sixty (60) days unless he consents to a longer period, except where a limitation of time or otherwise is specifically stated herein.
- (U) Selection of Flight Engineers hereunder in a domicile for qualification on new equipment shall be made by advance preference bidding for such training from those who have completed their probationery period. If insufficient preferences from such Flight Engineers are received, qualification shall be the order of inverse seniority at the domicile starting with those who have completed their probationary period.
- (V) All Flight Engineers included on the seniority list covered by this Arcement, shall be accorded and allowed a reasonable length of time to acquire and obtain at their own expense, on their can time, any additional qualifications and/or licenses which may be required by government regulation for the performance of the flight engineering function.
- (W) In the event that additional Company requirements for Flight Engineers are imposed, Flight Engineers in the employ of the Company shall be granted a reasonable period of time in which to meet such additional requirements on Company time and at Company expense.
- (X) If other than a flight engineer license is required by government rules and/or regulations for the flight engineering function, the A & E provisions in this Agreement will not prohibit the Company from hiring and retaining an individual for the flight engineering function if he possesses the licence or licenses required by such rules or regulations. So long as he performs the flight engineering function, such an individual shall be subject to all the provisions of this agreement and reflected documents other than those provisions relating to the rerequirement of an A & E license.

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15.2

SECTION XXXII

DURATION OF AGREEMENT

This Agreement shall supercede and take precedence over all agreements, supplemental agreements, amendments, letters of understanding, arbitration awards, and similar documents executed between the Company and the Association (including its predecessor, the Air Line Flight Engineers' Association #23387 of Washington, D. C.) prior to the signing of this Agreement

Except as provided hereafter, this Agreement shall become infective as of July 29, 1958, and shall continue in full force and effectuntil January 1, 1961, and shall renew itself without change until each succeeding January 1st thereafter, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party hereto at least sixty (60) days prior to January 1st in any year. Sections III and VIII shall become effective as of November 1, 1957 except that the flying pay and operational duty pay provisions of Section III, as applied to 1649A equipment, shall become effective June 1, 1957. Section II (D)(3) shall become effective August 1, 1958.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 29th day of July, 1958.

For TRANS WORLD AIRLINES, INC.

WITNESS:

s/ John P. Mead

s/ F. L. Austin

s/ J. R. Obertino

s/ J. O. Jarrard

FOR FLIGHT ENGINEERS' INTER-NATIONAL ASSOCIATION, AF of L-CIO TWA CHAPTER

witness:

s/ George N. Petty, Jr.

President, Flight Enginers'
International Association, A. F. of L.

s/ Remaild A. Brown

s/ H. S. Dietrich

s/ S. J. Suskiewich

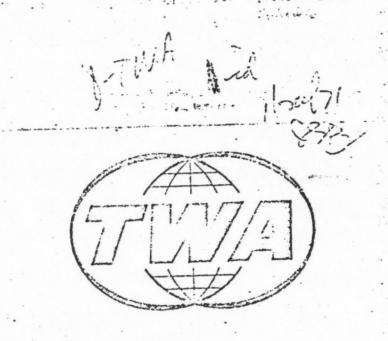
Page fifty-out

JOINT EXHIBIT 2 (portion)

Contract Booklet containing TWA-FEIA Collective Bargaining Agreement signed November 21, 1962.

Designated Pages

Cover Page, Table of Contents, pp. 1-3, 63-70, 78, 92-104, 107-109, 115-117, 126-127



AGREEMENT

between

TRANS WORLD AIRLINES, INC.

and the

FLIGHT ENGINEERS' INTERNATIONAL ASSOCIATION

Signed November 21, 1962



33

TABLE OF CONTENTS

Section	Title P	age
I	Recognition and Scope	1
п	Definitions	2
III	Compensation	. 5
IV	Training Pay	. 10
v	Deadhead Time	21
VI	Flight Scheduling	. 22
VII	Overscas Benefits	
VIII	Expenses	
IX	Moving Expenses	
X	Vacations	
XI	Salary Continuance for Sickmess	. 50
ID.	Leaves of Absence	
HIK	Seniority	
XIV	Seniority List	
· XV	Probation	
XVI	Vacancies	. 58
XVII	Reduction, Displacement, Furlough, and Return from Other Duty	. 60
XVIII	Investigations, Hearings, and Appeals	. 63
XIX	Grievances	. 65
XX	Board of Adjustment	
XXI	Physical Examinations	
XXII	Miscellaneous	. 71
XXIII	The June 21, 1962 Memoramdum of Agreement	. 76
VIXX	Duration	. 77
	Memorandum of Understanding (Association Security)	. 79
	Transcontinental Non-Stop Letter of Agreement	
	The June 21, 1962 Memorandum of Agreement and Related Documents*	
	Pay Guide	.128
	*The severance pay letter of agreement may found on Page 107.	be be
Note:	Vertical black lines in margins findicate changes in previous agreement.	from

This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between TRANS WORLD AIRLINES, INC., bereinafter called the "Company", and the Flight Engineers in the employ of Trans World Airlines, Inc., represented by the FLIGHT ENGINEERS' INTERNATIONAL ASSOCIATION, AFL-CIO, TWA CHAPTER, or its successors or assigns, hereinafter called the "Association".

In making and entering into this agreement, the parties hereto mutually recognize that compliance with the terms hereof and the development of a spirit of cooperation is essential for the mutual benefit of the parties and the accomplishment of the intent and purpose of this Agreement.

It is hereby mutually agreed:

SECTION I

RECOGNITION

The Flight Engineers' International Association, AFL-CIO, TWA Chapter, has been duly certified by the National Mediation Board as the designated and authorized representative, for the purposes of the Railway Labor Act, of the class or craft of employees of Trans World Airlines, Inc., known as Flight Engineers and Student Flight Engineers undergoing training on a full-time basis.

SCOPE

A Flight Engineer who is included on the seniority list provided for and covered by this Agreement, shall be assigned to, and serve at the Flight Engineer station on all flights, without regard to the type of equipment used and operated, in all instances when a cockpit flight crew member in excess of two is assigned to perform the flight engineering function. This Agreement shall be applicable to all flights and to the operation and use of all types of equipment without regard to any other name or description by which the flight engineering function may be designated: Provided, however, that if the regulation of any government agency requires that, in the use and operation of any specified type of equipment, all members of a minimum cockpit flight crew of three or more, on such equipment shall possess specified qualifications and/or specified licenses which are not solely incident

Page One

or necessary to the performance of the flight engineering function, the member of such minimum crew who is to, or does perform the flight engineering function shall be selected and assigned from the seniority list, covered by this Agreement, of Flight Engineers, who may possess or acquire the qualifications and/or licenses required by such regulations: Provided, further that the Company will not enter into any collective bargaining agreement, with any other organization or association, covering employees who perform the flight engineering function so long as the certification of the Association as bargaining representative for such employees remains in effect except in the terms set forth in the Memorandum of Agreement and attachments thereto dated June 21, 1902 and as set forth in the Supplemental Memorandum between the Company and the Air Line Pilots Association, International, dated September 25, 1902: and Provided, further that "the flight engineering function" as used herein is defined to mean that function as it is generally known.

The allocation of cockpit duties will be determined by the Company.

For the purpose of the foregoing, the following are not considered part of the minimum flight crew: crew member carried (1) because of the nature of the route (such as Navigators), (2) because of the schedule being flown (such as more than two pilots on multiple crew operation), (3) as supervisors or employees to instruct or check crew member proficiency, and (4) as cabin attendants and other service employees.

SECTION II

- (A) "Student Flight Engineer" means an employee of the Company who is undergoing training on a full time basis for the position of Flight Engineer.
- (B) "Flight Engineer" means an employee, including the occupant of the third seat on three-man turbo-jet crews, who is responsible while in flight or enroute for the safe and efficient mechanical, electrical and electronic functioning and the air orthy condition of the aircraft, irrespective of the means of propulsion, and its components (including recognition and correction of their malfunctioning) and for manipulation of its engineering controls and all related ground and

Page Two

flight duties as assigned and who is properly qualified to serve as such and holds such valid and currently effective certificates as are required by applicable Federal regulations, this Agreement and the Memorandum of Agreement dated June 21, 1962.

The routine duty assignments of Flight Engineers qualified and trained in accordance with the Memorandum of Agreement dated June 21, 1962, shall utilize the qualifications referred to therein so as to provide maximum safety, crew-coordination, and efficiency. Such duties shall not conflict with the performance of flight engineering duties, and shall not include manipulation of the primary flight controls. At the direction of the Captain, such Flight Engineers may be required to perform the following duties:

- (1) Make the pre-flight inspection of the aircraft, and consult with the Captain on the mechanical condition of the aircraft; consult with the Captain and First Officer on the flight plan, fuel plan, weather, and anticipated operation of the flight.
- Assist in pre-takeoff computations involving performance of the aircraft.
- (3) Read the checklist and answer for items applicable to his duty station.
- (4) Assist in maintaining required in-flight forms and records.
- (5) Assist in radio communications functions.
- (6) Assist in enroute, replanning and navigational functions when required.
- Assist in traffic look-out during visual approach and departure operations.
- (8) Assist in monitoring of flight instruments with respect to their normal functioning during instrument approach and departure operations.
- (C) "Month" means the period from and including the first day of, to and including the last day of, each calendar month of the year; except January shall be considered as January 1 through January 30; February shall be considered as January 31 through March 1; March shall be considered as March 2 through March 31. All other months shall be calendar months.

Page Three

Sub-paragraph (D)(1) above shall apply also to a Flight Engineer who, on January 1, 1961, was on furlough pursuant to the terms of the predecessor Agreement signed July 29, 1958, and who, on January 1, 1961, had been on furlough two years or less.

Any offer of reemployment after furlough shall be sent by Registered Mail (return receipt requested) or telegram to the employee at the last address filed by him with the Industrial Relations Department; however, there shall be no duty on the part of the Company to send a notice to a furloughed employee unless he shall, when furloughed, file his address with the Industrial Relations Department and shall thereafter promptly notify such Department of any change in address.

- (E) If any Flight Engineer shall fail to accept reinstatement when offered and to return to the employ of the Company under the provisions of paragraph (D) of this Section, he shall be removed from the Flight Engineer Seniority List.
- (F) A Flight Engineer shall retain the last domicile which he held prior to leaving his Flight Engineer position as described in Section XIII(B) and (C). If such domicile is no longer in existence, or if his seniority is insufficient to displace the least senior Flight Engineer at that domicile, he shall exercise one of the prerogatives outlined in (B) of this Section.
- (G) In the event that any operation (International or Transcontinental), route or route segment is sold or becomes disaffiliated from the Company, any Flight Engineer displaced as a result thereof will be permitted to exercise one of the preregatives outlined in (B) of this Section, in addition to any such other protections as may be provided for him in this Agreement covering such contingency.
- (H) Thirty (30) days' notice of furlough or release for reason of curtailment of personnel shall be given to Flight Engineers; except that the thirty (30) days' notice requirement shall not apply where the furlough or release is occasioned by Act of God, circumstances over which the Company has no control, or strikes or other work stoppages of employees of the Company.
- (I) A Flight Engineer who has two (2) years or more of service with the Company as a Flight Engineer, and

Page Sixty-Two

who is furloughed shall receive furlough pay for the period of time specified in the schedule (1) below.

(1) If Flight Engineer	He Will Receive
Has Completed	Furlough Pay For
2 years of service	1 month
4 years of service	11/2 months
5 years of service	2 months
6 years of service	2½ months
7 years of service	3 months
8 or more years of service	31/2 months

(2) The amount of furlough pay due per month shall be the guarantee due the Flight Engineer for the last full month worked.

(3) A Flight Engineer eligible for furlough pay shall receive such pay starting at time of furlough and payments for the amount due shall be at regular pay periods and continue until all furlough pay credit is used; except that in no event shall any such pay be due after effective date of recall by the Company.

(4) A Flight Engineer recalled by the Company and who later is furloughed shall receive furlough pay for the period of time due in the above schedule less the amount of time he received furlough pay because of prior furloughs.

(5) A Flight Engineer will only be eligible for that portion of his monthly furlough pay which exceeds the amount of his monthly salary if he remains in the employ of the Company in any position.

(6) In the event a furloughed Flight Engineer becomes entitled to and receives severance pay as provided in the Severance Pay Letter of Agreement dated November 21, 1962, while in a furlough status or for a period of eighteen (18) mouths after return from furlough, the amount of severance pay provided therein for such Flight Engineer shall be reduced by the payments made pursuant to the terms of this paragraph (I).

SECTION XVIII INVESTIGATIONS, HEARINGS, AND APPEALS

(A) Investigation and Hearing

(1) A Flight Engineer who has completed his probationary period shall not be dismissed from the

Page Sixty-Three

Company without notification in writing to the Flight Engineer, copy to the Association, as to any such action, containing the precise charges being preferred against him. Nor shall he be held out of service for more than seven (7) days without written notification of charges preferred against him. Such Flight Engineer shall not be dismissed without an investigation and hearing, provided that within seven (7) days after receiving such notification, the Flight Engineer posts by registered or certified mail, a written request for an investigation and hearing to the Regional Superintendent of Flight Engineers at his domicile (or to the District Transportation Manager - Flying at a dom-icile without a Superintendent of Flight Engineers) with an air mail copy to the Staff Vice President-Flight Operations, 10 Richards Road, Kansas City. Missouri. Nothing in this Agreement shall extend the right of investigation and hearing upon dismissal to a Flight Engineer during his probationary However, a Flight Engineer during his probationary period shall have the right of investigation, hearing, and appeal on any action of the Company affecting him except dismissal.

(2) Such investigation and hearing shall be held by an operating official of the Company designated by the Company for the purpose and shall be held within ten (10) days after the Company receives the written request for an investigation and hearing.

(3) Within ter (10) days after the close of such investigation and hearing, the Company shall announce its decision in writing and shall furnish the Flight Engineer, his representative and the Association a copy thereof.

(4) The Association shall be given reasonable (not less than five (5) days') notice of, and Association representatives may attend, all investigations, dismissal, discipline and grievance hearings under Section XVIII and XIX of this Agreement.

(B) Appeal

(1) In order to be considered by the Flight Engineers'
Board of Adjustment, the decision of the operating
official of the Company must be appealed in accordance with Section XX, within thirty (30) days
of the receipt of that decision by either the Flight

Engineer, his representative or the Association, whichever is later.

(2) If any decision made by the Company under the provisions of this section is not appealed in the manner and within the time limits prescribed herein for such appeals, the decision of the Company shall become final and binding.

(C) General

(1) If, as a result of any hearing or appeal therefrom as provided herein, a Flight Engineer is unconditionally exonerated, he shall, if he has been held out of service, be reinstated without loss of seniority and shall be paid for all such time lost in amount equal to that which he would have ordinarily carned had he been continued in service during such period.

(2) If, as a result of any hearing or appeal therefrom as provided herein, the Flight Engineer shall be unconditionally exonerated, the personnel record.

shall be cleared of the charges.

(3) When it is mutually agreed that a stenographic report is to be taken of the investigation and hearing in whole or in part, the cost will be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of the proceedings shall be taken, any written record available taken of such investigation and hearing made by either of the parties to the dispute shall be furnished to the other party to the dispute upon request, provided that the cost of such written record so requested shall be borne equally by both parties to the dispute.

SECTION XIX

(A) (1) Any Flight Engineer or group of Flight Engineers
covered by this Agreement who have a grievance
concerning any action of the Company affecting
them shall be entitled to the same rights of investigation and hearing, and the same privileges
concerning appeal as are accorded individual Flight
Engineers in Section XVIII of this Agreement.
When a group of Flight Engineers have a grievance, they shall select a representative or repre-

Page Sixty-Five

Page Sixty-Four

sentatives to act in their behalf at investigations and hearings as outlined in Section XVIII. A copy of all grievances filed with the Company under this section shall be furnished to the Association at least five (5) days prior to the hearing on such grievances.

(2) Prior to the filing of any grievance in accordance with (A)(1) of this Section, a Flight Engineer or group of Flight Engineers will discuss the matter

with their immediate supervisor.

- (B) Subject to space being available, witnesses and representatives who are employers of the Company shall receive free transportation over the lines of the Company from the point of duty to the point of hearing and return.
- (C) If, as a result of any hearing or appeal therefrom as provided herein, a Flight Engineer's grievance is upheld, he shall be paid an amount sufficient to bring his earnings up to that which he would have carned had he not been aggrieved, plus mowing expenses, as provided in Section IX, incurred as a result of the Company's action.

BOARD OF ADJUSTMENT

- (A) In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is hereby catablished a Board of Adjustment for the purpose of investigating, considering, and determining thisputes as defined in paragraph (D) herein, which may arise under the terms of this Agreement and which are properly submitted. Such Board shall be known as the Trans World Airlines, Inc., Flight Engineers' Board of Adjustment.
- (B) The regular panel of the Board shall be composed of two (2) members, one (1) selected by the Company and one (1) selected by the Association. Either or both of the two (2) members of the regular panel or special panel of the Board as provided in (C) below, shall have the right to call one (1) additional person to serve on the Board as a mon-voting consultant.
- (C) The members of the regular panel of the Board shall continue to serve until such time as the parties selecting the representative members shall select their successors, which may be done at any time except during

the time when the Board is holding a session. A special panel of the band may be appointed at any time by mutual agreed of the parties to handle any particular gricyance. Such panel shall consist of two (2) members, one (1) appointed by the Company and one (1) by the Association. Members of the regular panel may (but need not necessarily) be members of a special panel, except that their appointment as members of such special panel shall terminate at the end of the matter for which a special panel was appointed. Members of any special panel shall be governed by all provisions of this Agreement relating to the general panel.

- (D) The Flight Engineers' Board of Adjustment shall have jurisdiction over disputes between any employee and/or employees hereunder and the Company, growing out of dismissals of employees who have completed their probationary period and grievances or out of the interpretation or application of any provisions in this Agreement. The jurisdiction of the Board of Adjustment shall not extend to changes in hours of employment, rates of compensation, or working conditions specifically enumerated in this Agreement. Except in the case of an employee dismissed during his probationary period, the Association may apply to the Board on behalf of itself or on behalf of any Engineer, without prior referral to the procedures established by Section XVIII or Section XIX, within fifteen (15) days of the occurrence of the grievance or dismissal (in the case of applying in the interest of an Engineer based overseas, the period shall be thirty (30) days).
- (E) The Board of Adjustment shall consider any dispute as defined in paragraph (D) herein properly submitted to it by the Vice President of Industrial Relations, or by the President of the Association, or by the authorized representative of either of them.
- (F) Except as set forth in (D) above, all disputes or controversies shall be submitted to the Board of Adjustment within thirty (30) days after the Flight Engineer's receipt of the appeal hearing decision as set forth in Section XVIII, paragraph (B). Such submission shall be in writing and addressed to the Chairman of the Board of Adjustment. A clear and concise statement of the nature of the grievance, the date of the occurrence out of which the grievance

Page Sixty-Seven

Page Sixty-Six

arises, and the position of the party and/or parties referring the issue to the Board of Adjustment shall constitute proper reference.

When a party submits a controversy to the Board of Adjustment, a copy of the submission shall be mailed to the other party by registered or certified mail, return receipt requested. The date of posting such copy shall be the significant date for determining such copy shall be the significant date for determining compliance with the fifteen (15) day period specified in (D) above or the thirty (30) day period specified above.

- (G) The office of the Chairman of the Board of Adjustment shall be filled and held alternately for periods of one year, or until the successor is selected, by Company representatives and Association representatives, and the office of Vice Chairman shall be held by a representative of the party not serving as Chairman.
- (II) When a dispute, other than the disputes covered by

 (I) below, has been properly submitted to the Board

 of Adjustment, the Chairman, in conference with the

 fice Chairman thereof, shall set a date for a formal

 caecting of the Board of Adjustment to consider the

 issue and/or issues presented, and such meeting shall

 be scheduled for a mutually satisfactory date which

 shall be no more than thirty (30) days after the date

 of submission. Either or both of the Board members

 shall have the right to call witnesses during such

 two-man Board meetings as they may deem to be

 required. The Chairman shall notify the Company

 and the Association in writing the time and place

 for meetings. Both members of the Board must be

 present before the Board may exercise its jurisdiction

 and a unanimous vote shall be required for final

 decision of the dispute presented.
 - (I) When a dispute involving only the application or interpretation of the terms of this agreement has been properly submitted to the Board of Adjustment, the Chairman in conference with the Vice Chairman Chairman in conference with the Vice Chairman of the Board of Adjustment to consider the issue and/or Board of Adjustment to consider the issue and/or issues presented which shall be within a forty-eight (4S) hour period immediately prior to the date such a dispute is set for hearing before the Board and a third neutral member as provided hereafter and shall

immediately select a neutral member to serve in the event of a deadlock. In the event that the Board of Adjustment is unable to agree upon a third neutral member, it shall promptly request the American Arbitration Association to name a panel of nine (9) names from which the Company and the Association shall alternately strike one (1) name each until only one (1) name remains, and the individual whose name remains shall be the neutral third member of the Board. In the event of a deadlock in any such ease properly referred to the Board of Adjustment, the members of the Board shall a deavor to agree upon a procedure for breaking such deadlock. If the deadlock is not broken or such ease is not otherwise disposed of, the dispute shall be submitted to the Board and a third neutral member within forty-eight (4S) hours after the hearing of such ease as provided above. The decision of the majority of the Board sitting with the third member shall be final and binding upon the parties. Each of the parties shall bear the expense of preparing and presenting its own case to the third member, and the expense of the third member and other incidental expenses agreed to in advance or ordered by the third member shall be borne equally by the parties.

- (J) An employee hereunder may be represented at Board hearings by such person or persons as he may designate, and the Company may be represented by such person or persons as it may designate. Evidence may be presented either orally or in writing or both.
- (K) Nothing herein shall be construed to limit, restrict, or abridge the rights or privileges accorded either to the employees or to the employer or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended, and the failure to consider a dispute under the procedure established herein shall not, therefore, serve to foreclose any subsequent rights which such law may afford or which may be established by the National Mediation Board by orders issued under such law with respect to disputes which are not decided under the procedure established herein.
- (L) All meetings of the Flight Engineers' Board of Adjustment shall be held at the offices of the Company at Kansas City, Missouri, unless the members of the Board mutually agree to meet elsewhere.

. Page Sixty-Nine

Page Sixty-Eight

- (M) It is understood and agreed that each and every Adjustment Board member shall be free to discharge his duty in an independent manner without fear that his individual relations with the Company or with the employees may be affected in any manner by any action taken by him in good faith in his capacity as an Adjustment Board member.
- (N) Inasmuch as substantial changes have been made in the above System Board of Adjustment procedures, the parties to this Agreement will meet and review such procedures one year from the date of this Agreement, and make any changes to which they may mutually agree.

SECTION XXI

PHYSICAL EXAMINATIONS

- (A) A Flight Engineer shall not be required to submit to any Company physical examinations in excess of two (2) in any twelve (12) month period without the Flight Engineer's consent unless it is apparent that his health or physical condition is seriously impaired. In such case, the Flight Engineer's personal physician shall be furnished a copy of the Company's medical examiner's report, when so requested of the Company in writing by the Flight Engineer.
- (B) Physical standards for Company physical examinations will be no more restrictive than those standards set forth in the Civil Air Regulations as being required to maintain an FAA Medical Certificate for airline Flight Engineers.
- (C) Any Flight Engineer hereunder who fails to pass a Company physical examination may at his option, have a review of his case in the following manner:
 - (1) He may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of conducting a physical examination for the same purpose as the physical examination made by the medical examiner employed by the Company.
 - (2) A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company, and in the event that such findings verify the findings of the medical examiner em-

Page Seventy

ployed by the Company, no further medical review of the case shall be afforded.

(3) In the event that the findings of the medical examiner chosen by the employee disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the employee, ask that the two medical examiners agree upon and appoint a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of making a further physical examination of the employee.

(4) The said disinterested medical examiner shall then make a further examination of the Flight Engineer in question and the case shall be settled on the basis of his findings.

- (5) The expense of employing the disinterested medical examiner shall be borne one-half by the Flight Engineer and one-half by the Company. Copies of such medical examiner's report shall be furnished to the Company and to the Flight Engineer.
- (D) Any information obtained by or as a result of a Company physical examination shall be confidential between the doctor, the Flight Engineer, and those supervisory and administrative personnel directly concerned with the Flight Engineer's physical condition in the normal course of their supervisory or administrative duties. Such information shall not be divulged to any other person without the written permission of the Flight Engineer.

The above notwithstanding, there is no intent to restrict the use of medical information necessary to arrive at a correct medical diagnosis nor to interfere with the processes of this Section or the grievance sections of this Agreement, nor to interfere with or prevent investigations required in legal processes.

SECTION XXII

(A) The cost of uniforms required by a Student Flight Engineer may be advanced by the Company. Salary deductions for such uniforms shall not be made until the Student Flight Engineer is checked out.

Page Seventy-One

Section XI, Salary Continuance for Sickness, shall become effective November 1, 1962.

Notwithstanding any of the above, the Association may give written notification to the Company on or before July 1, 1963, of its election to accept a further three percent (3%) increase in Flight Engineer gross wages effective January 1, 1954, and to continue this entire Agreement, the Transcontinental Non-Stop Letter of Agreement attached hereto, and the Union Security Memorandum of Understanding attached hereto, in full force and effect until January 1, 1965, and to be thereafter renewed without change until each succeeding January 1 unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party hereto at least sixty (60) days prior to January 1st of 1965, or any January 1st subsequent thereto. If the Association desires to receive such three percent (3%) increase through the establishment of a Trust Annuity Plan, and so notifies the Company on July 1, 1963, such increase may be effected in this manner, provided that the Company and the Association are able to agree upon the terms of such Trust Annuity Plan by September 1, 1963. If the parties are unable to so agree, the three percent (3%) increase will be applied to gross wages effective January 1, 1964. It is understood that this Agreement will not be opened in any respect by the exercise of the Association's election as described above.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 21st day of November, 1962.

For TRANS WORLD AIRLINES, INC.
/s/ David J. Crombie

WITNESS:

/s/ David S. Spain /s/ Kenneth L. Meinen /s/ Charles A. Pasciuto

> For FLIGHT ENGINEERS INTERNA-TIONAL ASSOCIATION, AFL-CIO, TWA CHAPTER

/a/ H. S. Dietrich

WITNESS:

/s/ Gordon K. Clare /s/ W. Willard Wirtz /s/ Asher W. Schwartz /s/ Francia J. O'Neill, Jr. /s/ Ronald A. Brown /s/ N. P. Feinsinger

Page Seventy-Eight

MEMORANDUM OF UNDERSTANDING

It is agreed by and between Trans World Airlines, Inc., and the Flight Engineers in the service of Trans World Airlines, Inc., as represented by the Flight Engineers' International Association, TWA Chapter, AFL-CIO, that:

(a) Each employee covered by the Basic Agreement signed November 21, 1962, now or hereafter employed by the Company shall, as a condition of continued employment in such work, within sixty (50) days following the beginning of such employment or the effective date of this Memorandum, whichever is later, pay or tender to the Association such dues and assessments (not including fines and penalties) which are uniformly required of members of the Association, except as provided otherwise herein. Such condition shall not apply with respect to any employee to whom membership in the Association is not available upon the same terms and conditions as are generally applicable to any other member of his classification, or with respect to any employee to whom membership is denied or terminated for any reason other than the failure of the employee to tender the dues uniformly required of other members of his classification as a condition of acquiring or retaining membership. Nothing in this Memorandum shall require an Engineer to perform any act (including the signing of an application for membership in the Association), except the payment of ducs and assessments as aforesaid.

The condition of payment shall be met if the amount due is tendered to the Treasurer of the Association in person or is mailed to him within the prescribed time limits.

For the purpose of this Memorandum, payment of dues and assessments must be made by the employee not later than the last day of the second calendar month following the month to which the dues are applicable.

The employee may have his monthly Association dues deducted from his carnings as provided in paragraph (n) of this Memorandum, or he may pay his Association duet directly to the Association. Assessments must be paid directly to the Association. This Memorandum shall in no way be applicable to or require any action with respect to any dues or assess-

Page Seventy-Nine

MEMORANDUM OF AGREEMENT

Trans World Airlines and Flight Engineers International Association TWA Chapter agree that the "crew complement" issues are resolved as follows:

1. All Flight Engineers on the Flight Engineer Seniority List of 1/1/62 and all furloughed Flight Engineers on the Flight Engineer Furlough List of 4/19/61 who present recall rights and who exercise their recall rights (see listing in Memoranda A and A1) will be recognized as having full priority rights to the Flight Engineer position on all aircraft operated by the Company including three-man jet crews, on the following basis:

(a) These Flight Engineer positions shall be bid for by such Fight Engineers on a seniority basis.

(b) The Flight Engineers whose names appear on Memorandum A shall be given training for the Flight Engineer position on three-man jet crews at Company expense and on Company time.

(c) They shall be placed in the three-man jet crew. Flight Engineer position when they have satisfied the qualifications provided for in the Feinsinger Commission Report plus two hours of flight training on jet aircraft, to include instructions in three landings of the aircraft.

(d) Flight Engineers who already have some pilot qualifications may be advanced to the thr a-man crew training and to Flight Engineer positions on these crews as provided in attached Memorandum B.

(e) No other persons shall be placed in Flight Engineer positions until all presently employed Flight Engineers and those on furlough who exercise their recall rights (Memoranda A and A1) have been given full opportunity to take the training referred to herein (in Paragraph 1(c)) and to bid on the Flight Engineer positions as they are qualified.

(f) The Flight Engineers listed in Memoranda A and A1 shall be recognized as entitled at all future times and until retirement or discharge for cause to priority rights to all Flight Engineer positions required by the Company's operations, as detailed and implemented in attached Memorandum C.

 Any Flight Engineer listed in Memorandum A who chooses not to take the instruction provided for in Paragraph 1 (c) and any Flight Engineer listed in

Page Ninety-Three

MEMORANDUM

OF

AGREEMENT

DATED

JUNE 21, 1962

AND

Related Documents

Page Ninety-Two

Memoranda A and Al who undertakes but is unable to obtain a Commercial Certificate and Instrument Rating shall be entitled to severance pay (to be negotiated or resolved as an economic issue as hereinafter provided), at such time as his seniority does not entitle him to retain any Flight Engineer position. Any Flight Engineer listed on Memorandum A may elect at any time to resign and thereupon became eligible for such severance pay. Any Flight Engineer listed on Memoranda A and Al who has a medical waiver shall not be disqualified from serving as a Flight Engineer on a three-man jet crew by reason of any physical condition covered by such waiver.

- 3. Inasmuch as there are presently only approximately 67 Flight Engineers on furlough and no pilots presently furlough, and inasmuch as the parties agree that those on this list who will accept recall will probably approximate the numbers necessary to be recalled to meet contemplated changes in the working conditions in the agreement now being negotiated, it is agreed that all such furloughed Flight Engineers shall be offered recall prior to the placing of any other person in any Plight Engineer position and will be recalled except for those Engineers who fail to accept recall in accordance with the basic agreement. A Flight Engineer listed on Memorandum Al who accepts recall will have all rights of active Flight Engineer status except that he shall not he eligible for severance pay should he elect not to take the training necessary to qualify him for service in the Flight Engineer position on a three-man jet crew or should be become subject to subsequent furlough before becoming eligible by seniority for such training. He shall be offered the opportunity to obtain a Commercial Certificate on his own time but at Company expense. Instrument Rating Training and training for other additional qualifications provided for herein shall be offered at Company expense and on Company time.
- 4. Flight Engineers shall be given training for the three-man jet erew Flight Engineer positions on such basis and at such times and through such procedures as the Company may reasonably prescribe, consistent with Memorandum B. The training of all Flight Engineers on Memoranda A and Al for the Commercial Certificate and Instrument Rating shall take place at an FAA approved school in the vicinity of the Flight Engineer's domicile.

Page Ninety-Four

- The Company is a re of the provisions at set forth in Memorandum D has ag to do with the protection of Flight Engineer representational rights.
- All future Flight Engineer vacancies shall be filled s= follows:
 - (a) First, by the exercise by Flight Engineers (listed in Memoranda A and A1) in accordance with their rights under applicable agreements and memoranda.
 - (b) Second, and only if (a) has been satisfied, by persons selected by the Company in accordance with applicable regulations, with no A and P requirement, and in accordance with Paragraph 7, below, and with Memorandum B.
- 7. The Company agrees not to furnish training for Hight Engineer certificates to employees other than Flight Engineers. However, the Company may furnish training to employees other than Flight Engineers to cover Flight Engineer vacancies which, at the time such training commences are specifically foresceable and made known in writing to the Association, if the training of such employees is necessary to fill such vacancies, consistent with the provisions of Memorandum B and with the assurance that such training will not jeopardize the Flight Engineers' position and bidding rights of the Flight Engineers listed in Memoranda A and A1.
- 8. Duration. This Memorandum of Agreement and accompanying attachments shall remain in effect during the term of the basic working agreement and succeeding agreements and shall continue in effect without change unless, at such times as the basic working agreement and succeeding agreements are open for revision by reason of notice having been served in accordance with Section 6 of the Railway Labor Act, a majority of the Flight Engineers listed in Memoranda A and A1 shall voluntarily decide to reopen this agreement and attachments, independently of the reopening of the basic working agreement, for modification or repeal.

Economic Issues. The parties will negotiate for a period of one week in an effort to settle the remaining issues, with the assistance of Dr. Nathan P. Feinsinger, specially designated by the Government for this purpose. Any issue

Page Nincty-Five .

not resolved in such negotiation shall be finally settled by such procedure as Dr. Feinsinger shall prescribe.

The Association agrees to suspend further its strike notice pending ratification and upon ratification to rescind it and cancel all strike action.

This agreement is entered into this 21st day of June by Trans World Airlines and by Flight Engineers International Association, TWA Chapter, subject to ratification by its membership in accordance with its constitution and by-laws.

Initialled for the Company

By /s/ Jesse Freidin Jesse Preidin, Counsel

WITNESS:

itialled for the Association, TWA Chapter

By /s/ Asher W. Schwartz Asher W. Schwartz, Counsel

WITNESS:

Initialled for the Governmer

Francis J. O'Neill, Jr. W. Willard Wirtz Arthur J. Goldberg 18/ 151 Nathan P. Feinsinger 181

I, H. S. Dietrich, President of the TWA Chapter FEIA agree to submit this Memorandum with my recommendation for its approval to the TWA Chapter membership and the TWA Chapter Executive Council for their ratification, in accordance with the TWA Chapter constitution and by-laws.

/s/ H. S. Dietrich H. S. Dietrich, President FEIA, TWA Chapter, AFL-CIO

MEMORANDUM A

Parent, F. A. Brick, A. A. Vreeland, E. J Newman, G. E. Vineze, Z. M. Proctor, R. L. Doualdson, W. C. Duncau, A. D. Rouge, J. K. Beaton, A. O. Ruhanen, A. U. McLaughlin, T. W. Hanson, W. M. Young, H. E. (Jr.) Gwin, R. H. Evans, J. R. West, R. J. Miller, C. W. Agner, W. M. Kampe, H. F. Brozick, G. W. Waysz, G. H. Corwin, F. H. Young, J. R. Larsen, Ernest Combs, J. E. Gatty, A. V. Twyford, G. T. Burlin, J. T. Henry, P. R. Gurney, K. J. Valazza, D. G. Outhwaite, M. W. Zerbone, C. A. Henry, Larley Landes, J. ck O'Brien, H. S Carpenter, M. L. Query, C. J. Klappert, E. F. Dunlop, W. C. Trischler, R. C. Konitz, II. A. Schrader, H. S. Richardella, R. A.

Wooley, C. H. Gehiert, J. C. Hendrickson, J. L. Sperry, G. 'L. Howell, G Schulz, H. B. Weisheit, E. R. Doty, William Sumerwell, F. R. Smith, Watrous Cushing, L. R. Greene, E. T. Kidd, K. M. Becker, J. J. Fisher, Jacob James, V. C. Doty, M. J. Beadling, A. S. Fox, J. R. Falkin, Louis Shoalts, A. D. Jones, P. J. Marvin, Don Williams, M.J. Davis, R. W. Suskiewich, S. J. Wagaman, L. H. Thorne, G. R. Anorne, G. R.
Jackson, D. W.
Malone, J. H.
Rung, P. J.
Smith, Criswell
Toms, W. H.
Moser, F. J.
Berry, E. L.
Chianese, H. A. Chianese, H. A. Leroy, S. J. Brandes, W. C Megargle, P. G. Evans, J. I. Borges, J. N. Wollenberg, A. W. Billman, L. E. Applegate, L. H. Prather, V. L.

Karshick, F. A. Metro, F. A. Hanson, Bernard Strake, F. R. Kallina, E. F. Huntsinger, R. A Artz, E. H.(Jr.) Ashlock, B. B. Thompson, V. H. Hackett, J. L. Tucker, P. V. Rippel, E. A. Mangus, J. E. Jones, J. M. Zimmerman, W. A Schaeffer, A. A. Glaeser, E. H. Grines, D. G. Keller, R. O. Justman, Louis Brown, G. J. Lundstrom, L. B. Hunt, J. B. Jinnette, F. E. Passarell, A. P. Host, J. L. Kiener, E. J. Kohman, G. A. Obertino, J. R. Mrencso, T. W. Kondak, E. S. Terry, R. B. Wittman, C. A Lawson, C. F. Sherwood, W. H. Heilesen, Frank Kidd, K. H. Carter, S. R. Bartlett, R. D. Dietrich, H. S. Harris, J. J. McGregor, F. B. Soule, J. H. Satchell, N. E.

Page Ninety-Seven

Page Ninety-Six

Hanson, O. H. Tunder, J. R. Michaels, John Lyon, I. D. Hansen, II. A. Gaughan, R. W. Kutuer, Morton Edwards, F. D. Hummel, George Wright, H. L. Leonardo, Joseph Vasilaros, N. J. Stott, J. W. Bebee, D. R. Buchholz, W. F. Crede, J. T. Alpers, L. R. Stone, D. B. Holmes, J. 1. Meckus, F. S. Lovell, J. E. Bushy, S. C. Johnson, H. W. Grigg D. E. Koller Fred Kirkpt.rick, M. E. Riche, J. C. Wanbaugh, W. W. Rishop, G. H. Saenz, Nelson Byard, W. K. Lowery, H. W. Stout, W. B. Stout, W. B.
Kc'tvet, Bernard
Pierce, H. O.
Mehalick, J. V.
Coakley, Claude
Higgius, W. G.
Tarbox, W. H. Trovinger, K. F. Rupert, B. L. Stark, J. J. Miller, W. J. Frey, W. R. Bramscher, K. A. Pugh, R. F. Prestia, A. B.

Clements, G. E. Scilbner, M. M. Fisher, R. P. Hunter, C. G. Yorker, M. A. Ruchler, W. F. Kostyk, Michael Peasley, M. G. DeBruyn, R. W. Hellar, R. G. Barr, Louis Mazer, Wallace Penson, R. D. Miller, H. N. Davis, W. W. Knight, C. U. Mann, H. T. Rankin, J. W. Sinderson, J. E. Williams, R. H. Traylor, H. A. Prokay, J. S. McKenney, C. W. Atkinson, Bateman McMahon, E. J. McMahon, E. J.
Kegler, R. W.
Elniger, G. A.
Peck, H. E.
Thomas, D. W.
Wood, J. E.
Fider, J. A.
Mansolillo, Louis
Grandspert, A. R. Grandsaert, A. R. Sorensen, N. L. Hass, M. R. Borghese, G. V. Raffaniello, A. Mreneso, E. R. Wischhusen, J. R. Reitiner, R. M. Young, L. E. Edwards, C. L. House, R. W. Deason, L. E. Robaugh, J. W. Reed, J. R. Snyder, R. E.

Westfall, K. C. Perrotta, M. Chetwood, H. W. Cole, D. H. Copway, R. E. Clare, C. K. Dawson, R. M. Massic, N. E. Proctor, H. D. Swartz, G. W. Carriott, L. B. Jonasson, E. G. Therwhanger, J. N. Creswell, J. A. Baumgras, W. W. Ludwig, R. E. Wilson, J. L. (Jr.) Moonly, J. L. Street, W. J. Bossert, C. E. Kagiliery, J. Z. Tiffany, W. E. Murphy, R. P. Dill, C. S. Foster, L. L. Johnson, W. H. Reynolds, I. G. Mueller, J. R. Hart, B. S. Brodecky, A. A. Meyer, E. W Hollar, P. S. Solomon, Phillip Stewart, W. D. Kappler, B. J. Prince, J. J. Sypkens, D. W. Wilson, S. T. Fonger, C. L. Bushey, W. J. Korn, Seymour Hall, E. V. Gilbertson, J. J. Ziman, S. A. Friday, C. R. Crickman, W. W. Preston, R. T.

Traudt, W. E. Oskirko, Steven(Jr.) Ross, C. M. Ramey, H. E. Olson, R. E. Leslie, D. E. Teasdale, K. R. Wendel, R. J. Miller, J. M. Ledet, H. M. Mchrman, J. M. Judd, L. B. Criminis, T. L. Ramey, R. J. Newman, W. I. Kulesz, F. P. Shaughnessy, S. J. Williams, Max L. Lindermayer, Otto Lamprell, J. A. Lauber, C. J. Dorman, D. T. Thornton, E. F. Ball, S. E Carroll, J. W. Kiburis, A. A Leslie, F. J. (Jr.) Rumph, W. W. Pakulski, J. R. Hepp, F. H. Cook, Carlos Tivey, James Sanford, C. R. Parsley, G. R. Russell, R. T. Lebrecht, C. E. Hines, C. E. Dowd, R. E. Welker, W. C. Wilson, J. W. Davies, V. S. Cady, R.-W. Brooks, D. S. Mielke, D. O. Huntley, L. E. Seidenspinner, R.M. Foster, C.J. Kinate, W.J. Kaltenbach,

Crafton, T. E. Schwedler, A. F. Carlucci, R. M. Mahler, F. P. Sullivan, G. T. Miller, G. H. Miller, J. C. Maerki, R. F Rollison, J. R. Carter, W. K. Smith, C. H. (Jr.) Osborne, J. B. Frawley, J. P. Bushnell, W. F. Abbott, S. M. Hodges, M. L. Pakenhain, E. J. Tate, C. V. Bitar, J. R. Eagleston, L. J. Smith, L. H. Hough, J. J. Moeller, William A. Smith, F. A. Coughran, J. F. Allardyce, R. W. Pruce, S. J. Andia, F. R. Hartman, D. H. Kent, J. A. Perrenoud, C. E. Bradham, G. G. Stuart, D. C. Fauci, L. J. Dunn, E. A. Volin, R. J. Mitchell, B. H. Heigle, R. F. Whiting, G. L. Parker, J. G. Halverson, D. R. Houk, M. E. Davies, 1). M. (Jr.) Martin, F. L. Seward, Eddie Beaudoin, G. L. Kaltenbach, Wm. A. Lima, E.S.

Bretch, F. L. Tabor, D. C. Kerns, D. T. French, R. C. Mathews, W. C. Cherry, R. J. Lewis, C. L. Stoll, D. R. Ryan, W. L. Milam, W. T. Jones, L. J. Larson, R. W. Breen, W. R. Dobrescu, C. V. Jackson, G. E. Locke, L. N. Emmerton, J. A. Guzik, R. G. Baker, E. C. Barron, R. D. Dolan, E. J. Minesci, John Gilgin, F. J. Kuhlmann, Henr'k Craw, C. C. Penney, J. H. (Jr.) Paxton, J. E. Hoag, J. E. Hibbeler, G. A. (Jr.) Anderson, D. K. Gosen, R. H. Hill, C. E. Kochanski, C. D. Testrake, J. L. McGhee, J. B. NaVcaux, C. B. Taylor, D. J. Roszyk, F. X. Harkins, W. J. Gardner, M. E. Metcalf, C. B. Sgourakes, C. E. Beck, T. E. Meek, R. W Walker, R. T.

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Page Nincty-Nine

Page Ninety-Eight

Crowder, W. C. Kobylack, J. A. Robison, H. L. (Jr.) Hutchins, Thos. (Jr.) Elliott, Wendell Olson, J. E. Trojan, Robert W. Schaefer, R. P. Horn, C. R. Higgins, M. N. Shotwell, James H. Carr, J. P. Barker, A. E. Hayes, R. M. Ash, William A. Sebolt, C. E. Karn, C. E. (Jr.) Bachr, R. G. Reifert, W. P. Smith, J. D. Walsh, J. F. Ferris, R. C. Hongland, C. M. Gordon, W. J. Jespersen, H. D. Cameron, D. J. Blase, E. P. Thune, Robert Wenzlaff, A. H. Ahlberg, R. T. Olliffe, Ivan Woolsey, C. E Maxey, Lynold Lenz, K. E. Stright, T. M. Cieslak, J. E. Bidgood, W. C. Fleischmann, O. F. McCarthy, Wm. J. Charletta, E. A. Chandler, A. A. Catheart, R. G. Schoonejans, E. J. Reinbold, G. L. Ryssman, B. O. Wiley, J. N. Kieper, R. H. Leighton, F. X. Faulds, R. W.

Walmann, I. G. Nichols, William R. Lynn, J. C. Norman, J. R. Palmer, D. D. Sonne, E. H. Quackenbush, M. E. Manning, E. P. Wallace, D. F. Wagner, T. L. Antinson, J. G. Phail, G. A. DaMitz, T. F. Faber, F. C. Hara, J. A. Fenton, T. L. Mehl, R. W. Sendelbach, E. C. Myers, G. L. Johnson, Bruce Love, B. D. Nolen, C. L. Micczkowski, Edw. Sherard, J. R. Johnson, Andrew White, R. E. Werner, W. J. Coote, J. W. Barnes, A. M. Hook, B. D. Rhodes, P. T. Barnett, R. P. Mollohan, O. W. Davis, Frank Rudberg, G. E. Kerlson, M. H. Barr, D. D. Seaman, J. L. Lewis, L. E. Cottrell, William R. McFarland, J. C. DeMello, M. S. ·Weaver, R. W. Hallstein, R. H. (Jr.) Gordon, Wm. H. Smitke, M. R. Krasow, I'dward Lansing, D. E. Audette, R. J.

Boden, E. R. Croskell, R. W. Cain, R. B. Mantelos, Sam Curtis, C. K. Dack, F. D. Crist, F. G. Blaha, William B. McDonald, J. R. Bjork, C. A. Underwood, K. C. Hamilton, J. G. Wollf, M. H. Slaton, H. W Bridges, E. D. Appleby, H. T. Jesse, L. R. Fligge, D. W. Bertles, R. G. Brock, R. I. Sofianck, J. J. (Jr.) Tweit, M. B. Nicholson, J. M. Nicholson, J. M.
Johnson, R. W.
Mitchell, R. D.
Thomas, R. E.
McCracken, A. D.
Kalinowski, J. F.
Prosser, T. H.
Denney, E. L.
Miller, Norman O.
Miller, M. B. Miller, M. B. Philpot, J. A. Scroggins, S. H. Russell, R. L. Crystal, T. W. Lovgren, J. C. Barr, D. D. Lasch, R. W. Smith, R. B. Jacobson, J. D. Allen, I. R. Schmidt, J. A Carsten, D. W.

Close, R.G. Auchenbach, P. R. Bickett, J. I. Preston, E. L. Ingenhuett, M. E Leibengood, W. D. Magec, J. D. Bishop, J. E. (Jr.) Mitsch, W. R. Smith, J. L. Crawford, W. D. Hildebrand, L. G. Palmer, J. C. Cummings, B. J. Travers, J. J. Peterson, R. F. Stettler, A. E. Leonhard, E. A. Fuston, F. M. Jones, D. W. (Jr.) Vovolka, John (Jr.) Marble, Avery

Bockius, J. M. Wellman, H. A. Schaeffer, R. G. Manley, G. L. Schroeder, W. F. Seward, J. A. Howell, J. K. Anderson, C. A. Holzthum, Karl Compton, S. L. Green, C. M. Beaty, C. W. Mesedahl, M. A. Scown, L. M. Loomis, A. C. Winn, D. W. Watterson, J. A. Palsson, E. F. Schmidt, C. M. Delta, D. L. Cogswell, Jerry Weigl, J. R.

Shaughnessy, R. J. Davics, D. I Morgan, G. E. Klimt, H. L. Fight, L. A. Waite, A. D. Rotelli, J. J. Denison, J. F. Bottieri, H. F. Brocklesby, R. W. Carr, E. C. (Jr.) Richardson, J. K. Meyer, V. C. Miller, Nelson O. Boulanger, C. F. Pritel, Stanley Coldwell, C. M. Greco, M. R. Poppert, E. L. Bishop, R. R. (Sr.)

Page One Hundred

Page One Hundred One

MEMORANDUM AT

Dalryinple, W. B. Stack, J. C. Jensen, Jaines D. Campbell, R. C. Clare, T. J. Quick, Wm. G. Curtis, C. D. Hansen, A. I. Mitchell, B. F. Parker, Bert Patterson, L. A. Robertson, N. W. Knesek, L. D. (Jr.) Housewright, Sylvester Timmons, J. W. Bisig, R. W. Cacace, C. R.
Puddick, W. K.
Blurton, L. N.
Griffin, L. D. Slatinsky, C. J. Lampe, W. E. Hankins, J. A. Clark, L. L. Chaper, D. L. Poole, V. R. David, L. R. Pew, J. F. Johnson, E. Rice, E. B. Jewett, J. B. Maurel, M. E. Connelly, R. J. Oleson, W. L.

Klumb, E. J. Mulcahy, G. D. Koepp, R. L. Frische, H. J. Cogliati, G. C. Orosz, S. Geldersma, F. P. Kohrs, P. W. Ferraro, J. R. Dunn, Wm. H. Nickerson, R. M. DeWitt, J. E. Uthoff, L. H. Pine, R. E. Racbiger, O. R. Kozloski, R. P. Oriol, J. A. Jackson, D. W. Budjinski, J. F. Wittle, E. I. Grogan, T. A. Waldoch, R. McClellan, C. E. Pica, A. A. Leighton, H. J. Farley, R. N. Roberts, D. A. Swan, J. C. Spedding, F. S. Barter, E. F. (Jr.) Chebuske, J. A. Jones, R. M. Rador, J. A.

NOTE: A Flight Engineer listed above who is offered recall but does not exercise his recall rights and return to the Company in accordance with the terms of the Basic Agreement, shell be removed from this Memorandum Al.

Page One Hundred Two

MEMORANDUM B

- Those jet Flight Engineers with Commercial License and Instrument Rating may be given additional training and move to the three-man crew.
- Those jet Flight Engineers with Commercial License may be removed from schedule to take the necessary training for the Instrument Rating. Then they will be given the additional training and can operate on three-man crews.
- 3. Those jet Flight Engineers with private licenses should be canvassed to determine how much time they need to get the Commercial License and Instrument Rating. Those needing the least amount of additional time may be offered the training first.
- 4. Those jet Flight Engineers with no pilot license may be deferred training until the above jet Flight Engineers have been fully trained for three-man crews, and shall continue to operate as Flight Engineers on fourman crews.
- 5. Piston Flight Engineers with Commercial Licenses and Instrument Ratings may be given jet Flight Engineer training out of seniority, providing when they are assigned to jets, one man in category 2, 3, or 4 above, will be placed on full time training for additional qualifications for each such piston Flight Engineer that is moved up out of seniority.
- Piston Flight Engineers who have Commercial License only may be given training for the Instrument Rating prior to moving up to #5 category.
- 7. Pistou Flight Engineers who have private license should be canvassed to determine the additional number of hours they need to qualify for Commercial License and Instrument Rating and those needing the least amount of time may be given the additional training first.
- Piston Flight Engineers with no pilot licenses may be given the additional training as needed.
- The company can make arrangement with the contract pilot training schools to allow those Flight Engineers with private license to build up their flying time between flights on the Flight Engineer's own time if the Flight Engineer so desires.

Page One Hundred Three

- 10. When a Flight Engineer is taking the instrument portion of this training he shall be off schedule and so assigned for this training on a full-time basis.
- 11. Any Flight Engineer who is unable to move up from pistons to jets due to not having the required additional qualifications shall be paid at the rate of pay he could earn if he did have the additional qualifications. This pay shall continue until he is able to meet these qualifications and move up to the jets or until there are no Flight Engineers junior to him on the jets.
- 12. At such time as there it a need for additional Flight Engineers over and above the number of active Flight Engineers and recalled furloughed Flight Engineers, such need shall be filled by pilots in the Company's employ or new hires who need not possess an A & P certificate.
- 13. The representation arrangements suggested in the Feinsinger Commission Report (printed version, page 14 dated October 17, 1961) are accepted by the parties, with these additional clarifications:
 - (a) A pilot who is in the Company's employ when he is moved over to a flight engineer position including the third seat on three-man turbojet crews and who is a member of ALPA will not be considered covered by the FELA-TWA agency shop agreement. He will be entitled to be represented by an ALPA representative in a system board proceeding involving any grievance filed by him; but an FEIA representative may also be present at any such proceeding. He will also retain his right to process a grievance involving discipline or discharge through the grievance procedures and System Board proceedings of the Pilots' Agreement; provided that an FEIA representative may also be present at any such proceeding.
 - (b) Any occupant of a flight engineer position other than one coming within the description in subparagraph (a) above will be considered covered by the FEIA-TWA agency shop agreement.

MEMORANDUM C

So long as the Company, its successors or assigns, includes or is required by law or federal regulation to include as a member of its cockpit flight crews in excess of two airmen and one airman is assigned to perform the flight engineering functions, the Company, its successors and assigns, agrees that it will offer to all flight engineers named on Memoranda A and A1 the prior right as against flight crew members other than flight engineers to bid and occupy all flight engineer positions required by the Company's operations and those of its successors and assigns until their retirement, voluntary resignation or discharge for cause. There shall be included among the said engineers so entitled to priority those engineers furloughed after the execution of this agreement because of no available flight engineer vacancy to which their seniority entitles them to bid and who are subsequently recalled.

This agreement of the Company is to be made with each individual directly and is to be legally enforceable by him against the Company, and its successors and assigns, and it shall be in such form as shall survive the duration of the basic working agreement and succeeding agreements and is intended to continue in effect unless at any time a majority of such flight engineers shall voluntarily decide to reopen this agreement for modification or repeal.

Page One Hundred Four

Page One Hundred Five

MEMORANDUM D

This Memorandum records the representations made by Secretary of Labor Goldberg and National Mediation Board Member O'Neill to the parties, in implementation If the provisions in the Feinsinger Commission Report:

- It is the position of the Government without qualification that the Flight Engineers International Association, TWA Chapter, will not suffer an increased risk of loss of its representational rights through the adoption of the Memorandum of Agreement and accompanying memoranda.
- The Secretary of Labor and the Chairman of the National Mediation Board will undertake immediately to have established a Joint Committee, to include representatives of FEIA, TWA Chapter and ALPA, TWA Council, and a member to be appointed by the Secretary of Labor, after consultation with representatives of said Chapter and Council, this Joint Committee to review the possibilities of merger of the representational functions of the two organizations and any new representational arrangements covering error members, and to submit recommendations (which shall not be final or binding) to the organizations. This Committee will proceed with the discharge of this function for and within such period as shall be determined by the Secretary of Labor and the Chairman of the National Mediation Board to be appropriate.
- 3. It is the position of the Government that in view of the Joint Committee's consideration of the representational matter, and also in view of the circumstance of transition from four-man to three-man let crews, no craft or class proceedings will be considered appropriate regarding TWA flight crew personnel during the period of the Joint Committee's functioning. (This stattement is recognized as containing no implication as to whether a craft or class proceeding would or would not be considered appropriate regarding TWA flight crew personnel after the period of the Joint Committee's functioning.)

LETTER OF AGREEMENT

between

TRANS WORLD AIRLINES, INC.

and

THE FLIGHT ENGINEERS

in the service of

TRANS WORLD AIRLINES, INC.

as represented by

THE FLIGHT ENGINEERS' INTERNATIONAL ASSOCIATION, AFL-CIO, TWA CHAPTER

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between TRANS WORLD AIRLINES, INC., (hereinafter known as the "Company") and the Flight Engineers in the service of TRANS WORLD AIRLINES, INC., as represented by the FLIGHT ENGINEERS' INTERNATIONAL ASSOCIATION, AFI-CIO, TWA CHAPTER, (hereinafter known as the "Association").

WITNESSETH:

WHEREAS, the Company and the Flight Engineers have met and negotiated severance pay provisions in accordance with the terms of the Memorandum of Agreement dated June 21, 1962,

NOW, THEREFORE, it is mutually agreed and understood by and between the parties to this Letter of Agreement that:

(A) (1) A Flight Engineer whose name appears on the Flight Engineer furlough list for April 19, 1961, who accepts recall from furlough, shall, in the

Page One Hundred Seven

Page One Hundred Six

event he undertakes the training as set forth in 1 (c) of the Memorandum of Agreement dated June 21, 1962, but is unable to obtain a commercial pilot's license and instrument rating, be entitled to severance pay in the amount prescribed by paragraph (B)(1) and (2) of this Letter of Agreement at such time as his seniority and/or qualifications do not entitle him to retain any Flight Engineer position with the Company, it being understood that a Flight Engineer whose name appears on the Flight Engineer furlough list for April 19, 1961, shall not be entitled to severance pay at the time of a subsequent furlough before such time as his seniority would make him eligible to receive the training pre-scribed by paragraph 1 (c) of the Memorandum of Agreement dated June 21, 1962.

- Flight Engineer whose name appears on the Flight Engineer seniority list for January 1, 1902, shall be entitled to severance pay in accordance with the following.
 - (a) Such Flight Engineer who notifies the Company of his election not to undertake the training as set forth in 1 (c) of the Memorandum of Agreement dated June 21, 1962, and as scheduled by the Company, shall be entitled to severance pay in the amount prescribed by paragraphs (B)(1) and (2) of this Letter of Agreement at the time of such notification or at such time as his seniority and/or qualifications do not entitle him to retain any Flight Engineer position with the Company or at any point between such dates provided that thirty (36) days' written notice is furnished the Company, at the option of such Flight Engineer.
 - (b) Such Flight Engineer who undertakes the training as set forth in 1 (c) of the Memo-randum of Agreement dated June 21, 1962, but is unable to obtain a commercial pilot's license and instrument rating, shall be entitled to severance pay in the amount prescribed by paragraph (B)(1) and (2) of this Letter of Agreement at the time of such failure or at such time as his seniority and/or qualifica-

tions do not entitle him to retain any Flight Engineer position with the Company or at any point between such dates provided that thirty (30) days' written notice is furnished the Company, at the option of such Flight Engincer.

(c) Notwithstanding (a) above, such Flight Engineer who notifies the Company within one (1) year after November 21, 1952, of his election to sever employment with the Company shall be entitled to severance pay in the amount prescribed by paragraph (B)(1) and (2) of this Letter of Agreement at the time of such notification whether or not he has commenced or completed the training as set forth in 1 (c) of the Memorandum of Agreement dated June 21, 1962.

(d) Such Flight Engineer who has commenced or completed the training as set forth in 1 (c) of the Memorandum of Agreement dated June 21, 1962, and who notifies the Company after November 21, 1963, of his election to sever employment with the Company shall be entitled to severance pay in the amount prescribed in paragraph (B)(1) of this Letter of Agreement at the time of such notification; provided that such amount shall be reduced by one thousand five hundred dollars (\$1,500) for each year (prorated on a monthly basis) between the date such Flight Engineer completes the training to qualify as a Flight Engineer in a three-man turbo-jet crew as set forth in 1 (c) of the Memorandum of Agreement dated June 21, 1962, and the date he severs his employment with the Company, down to a minimum of ten thousand dollars (\$10,000).

(3) Notwithstanding any of the above:

(a) A Flight Engineer who has completed the training as set forth in 1 (c) of the Memorandum of Agreement dated June 21, 1932, who is entitled to severance pay under the terms of this Letter of Agreement and who has attained his fiftieth (50th) birthday on or before the date of signing this Agreement, shall, on or after his fifty-seventh (57th) birthday receive only a percentage of the severance

Page One Hundred Nine

Page One Hundred Eight

ance with (B)(1) above is \$13\$\$.59. Flight Engineer "C" would accrue severance only until June 1, 1974, at which time he would reach the \$25,000 maximum. This amount would then be reduced by \$1500 x 12 (June 1, 1963 to June 1, 1975) or \$18,000. Flight Engineer "C" would be entitled to severance pay in the amount of \$10,000, the minimum.

NOTE: The severance pay due in the above examples would be subject to the application of paragraph (A)(3) above.

(2) Severance pay based on years of compensated service in accordance with the following table:

Years of Compensated Service	Severance Pay
Up to and including 5 years	None
6 years but less than 7 years	\$ 4,000
7 years but less than 8 years	4,500
8 years but less than 9 years	5,600
9 years but less than 10 years	6,400
10 years but less than 11 years	7,200
11 years but less than 12 years	8,000
12 years but less than 13 years	8,800
13 years but less than 14 years	9,600
14 years but less than 15 years	10,400
15 years but less than 16 years	11,200
16 years but less than 17 years	12,000
17 years but less than 13 years	12,800
18 years but less than 19 years	13,600
19 years and over	14,400

NOTE: Severance pay due under the above is subject to the application of (A)(3) above.

For the purpose of paragraph (B) hereof, any six (6) months, for each of which a Flight Engineer received pay from the Company for the performance of his duties as a Flight Engineer within a calendar year, shall constitute a year of compensated service; and one (1) month's pay shall be equal to the Flight Engineer's average monthly pay over the consecutive six (6) months period of his highest earnings as a Flight Engineer in the service of the carrier.

(C) Notwithstanding any of the foregoing, a Flight Engineer whose name appears on the Flight Engineer seniority list for January 1, 1962, who is not actively employed by the Company on the date this Agree-

Page One Hundred Fourteen

ment is signed, shall not be entitled to any severance pay until he has returned to active employment with the Company as a Flight Engineer for a period of not less than one (1) year.

(D) A Flight Engineer whose name appears on the Flight Engineer seniority list for January 1, 1902, who subsequent to the date of this Agreement is furloughed or granted a medical or military leave of absence may exercise whatever right he had to severance pay when he commenced his furlough or leave in accordance with this Letter of Agreement during the period of such furlough or medical leave of absence. Such Flight Engineer who is granted a leave of absence for any other purpose subsequent to the date of this Agreement shall not be entitled to any severance pay until he has returned to active employment with the Company as a Flight Engineer for a period of not less than one (1) year.

(E) A Flight Engineer whose name appears on the Flight Engineer seniority list for January 1, 1962, who is employed by the Company in a department outside the Transportation Division, shall be offered the training as set forth in 1 (c) of the Memorandum of Agreement dated June 21, 1962, at the same time as the Flight Engineer at his last domicile who is next junior to him and who possessed approximately the same degree of pilot qualifications on June 21, 1962.

(F) A Flight Engineer who is discharged for cause, and not reinstated, shall not be entitled to severance pay, provided that this paragraph shall not apply to a Flight Engineer who is limited to piston or turbo-prop equipment or four-man jet crew assignments after being unable or electing not to obtain a commercial pilot's license and instrument rating.

(G) Notwithstanding any other provision of this Letter of Agreement, a Flight Engineer (other than a Flight Engineer who is limited to piston or turbo-prop equipment or four-man jet crew assignments after having been unable or electing not to obtain a commercial pilot's license and instrument rating) shall not be entitled to elect severance pay while being held out of service in accordance with the second sentence of Section XVIII of the Basic Working Agreement or any like provision in succeeding Working Agreements.

(H) The Company shall not be liable for severance pay in the event of the death of a Flight Engineer.

Page One Hundred Fifteen

- (I) The amount of severance pay which may be due a Flight Engineer under the terms of this section, may be paid as a lump sum, in equal monthly installments or a combination of the two at the option of the Flight Engineer.
- (J) A Flight Engineer who accepts severance pay hereunder shall lose all seniority and cease to be in any way connected with the Company.
- (K) Subject to such governmental approval as is required, Flight Engineers accepting severance pay hereunder will be granted passes each year for space-available transportation on the TWA system, for use by self or spouse, as follows:

Ten years but less than fifteen years service at time of severance - two Class 10, Type 2 trip

Fifteen years but less than twenty years service at time of severance - four Class 10, Type 2 trip passes.

Twenty or more years service at time of severance -Class 10, Type 1 Annual Pass.

Unlimited 50% reduced rate transportation.

Such passes will be subject to applicable Company regulations governing use thereof.

- (L) The Company's Group Life and Medical Insurance program in effect on October 1, 1962, shall continue in force for all Flight Engineers who are severed under this Agreement until age sixty (60) with coverage thereafter as applicable to retired employees under the plan in effect on October 1, 1962, subject to the following conditions:
 - (a) The individual benefits for the Flight Engineers covered hereunder and the specifications of the Plan as in effect on October 1, 1962, shall not be changed, and any future changes in the TWA Plan will not apply to severed Flight Engineers whose insurance is continued hereunder.

(b) Weekly indemnity benefits are excluded.

- (c) If the TWA Group Life and Medical Insurance program is cancelled, this special arrangement for severed Flight Engineers will also be cancelled.
- (d) If a severed Flight Engineer participates in an-

Page One Hundred Sixteen

other group life or medical insurance plan, his participation in the TWA Plan is cancelled.

(e) The full premium shall be paid by the severed Flight Engineer.

This arrangement is subject to such approval as is required by the State of Missouri Insurance Department.

(M) A Elight Engineer who is not a member of TWA's Retirement Plan upon the effective date of this Letter of Agreement may within thirty (30) days thereafter join the Plan as a new member, and thereafter while employed by TWA contribute and receive benefits upon the same basis and under the same conditions as any other TWA employee.

This Letter of Agreement shall become effective on date of signing and shall remain in effect concurrent with the Memorandum of Agreement dated June 21, 1962.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this the 21st day of November,

For TRANS WORLD AIRLINES, INC. /s/ David J. Crombie

WITNESS:

/s/ David S. Spain /s/ Kenneth L. Meinen /s/ Charles A. Pasciuto

For THE FLIGHT ENGINEERS' INTERNATIONAL ASSOCIATION, AFL-CIO, TWA CHAPTER

/s/ H. S. Dietrich

WITNESS:

/s/ Gordon K. Clare /s/ Asher W. Schwartz Ronald A. Brown 15/

> W. Willard Wirtz Francis J. O'Neill, Jr. /a/ N. P. Feinsinger

Page One Hundred Seventeen

LETTER OF AGREEMENT

between

TRANS WORLD AIRLINES, INC.

and

THE FLIGHT ENGINEERS

In the service of

TRANS WORLD AIRLINES, INC.

as represented by the

FLIGHT ENGINEERS' INTERNATIONAL ASSOCIATION, AFL-CIO, TWA CHAPTER

The Flight Engineers' International Association, AFL-CIO, TWA Chapter and Trans World Airlines, Inc., hereby agree:

If any dispute shall arise between the Association and the Company in consection with the construction, interpretation, application or performance of the Memorandum of Agreement dated June 21, 1962, such dispute may be referred by either party directly to the Board of Adjustment, in accordance with the provisions of Section XX, paragraph (1) of the Basic Working Agreement, except that the neutral member of the Poard of Adjustment shall be (*) in connection with any such dispute. He shall continue to serve as such until he resigns or is replaced by agreement of the Company and the Association. Should the position of neutral become vacant for any reason, his successor shall be selected by the Company and the Association. If they fail to agree upon a successor within fourteen days after such position becomes vacant, he shall be selected by the parties from a list furnished by the American Arbitration Association in accordance with its then controlling rules and regulations governing such

Page One Hundred Twenty-Six

selection. This paragraph stell remain in effect for the duration of the Memorandum of Agreement dated June 21, 1967, as provided in paragraph S thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this the 21st day of November,

For TRANS WORLD AIRLINES, INC.

/s/ David J. Crombie

WITNESS:

/s/ David & Spain /s/ Kenneth L. Meinen /s/ Charles A. Pasciuto

> For THE FLIGHT ENGINEERS INTERNATIONAL ASSOCIATION, AFL-CIO, TWA CHAPTER

> > /s/ H. S. Dietrich

WITNESS:

/s/ Gordon K. Clare /s/ Asher W. Schwartz /s/ Ronald A. Brown

> /s/ W Willard Wirtz /s/ Francis J. O'Neill, Jr. /s/ N. P. Feinsinger

Page One Hundred Twenty-Seven

Neutral member to be selected by Company and Association.

JOINT EXHIBIT 3 (portion)

Contract Booklet containing TWA-FEIA Collective Bargaining Agreement signed February 18, 1966.

Designated Pages

Cover Page, pp. 3, 5, 6, 7, 22-25



AGREEMENT

between

TRANS WORLD ARRENTS, E.S.

and the

PLIGHT SUSPENSION PROTECTION ASSOCIATION

Signed February 18, 1966

CTON.

TABLE OF CONTENTS

		Page
Section		
I	Recognition and Scope	_ 5
п	Definitions	
m	Compensation	9
IV	Training Pay	16
v	Deadhead Time	27
· VI	Flight Scheduling	28
· VI	Flight anduling (effective on date	'
	of h reduction for jet crews)	56
VII	Overseas Benefits	" 9T
VIII	Expenses	84
1X	Moving Expenses	88
x	Vacations	99
XI	Salary Continuance for Sickness	95
· XII	Leaves of Absence	97
$\mathbf{x}\mathbf{m}$	Seniority List	101
XIV	Seniority List	104
xv	Probation	104
XVI	Vacancies	105
XVII	Reduction, Displacement, Furlough	***
•	and Return From Other Duty	110
xvm	Investigations, Hearings and Appeals	113
XIX	Grievances	115
XX	Board of Adjustment	110
XXI	Physical Examinations	121
XXII	Miscellaneous	122
XXIII	Retirement	128
XXIV	June 21, 1962 Memorandum of Agreemen	1.130
. xxv	Duration	131
	Arbitration Agreement	133
	Memorandum of Understanding	130
	(Association Security) Letter of Age ment	146
	(Transcontinental Non-Stop)	
	Memorandum of Agreement and Related	
	Documents	150
	Letters of Agreement (8)	. 177
	CRAF Agreement	185
NOTE:	Vertical black lines in margin indicate ch from previous agreement.	anges

Page Three

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between TRANS WORLD AIRLINES, INC., hereinafter called the "Company", and the Flight Engineers in the employ of Trans World Airlines, Inc., represented by the FLIGHT ENGINEERS' INTERNATIONAL ASSOCIATION, AFLICIO, TWA CHAPTER, or its successors or assigns, hereinafter called the "Association".

In making and entering into this agreement, the parties hereto mutually recognize that compliance with the terms hereof and the development of a spirit of cooperation is essential for the mutual benefit of the parties and the accomplishment of the intent and purpose of this Agreement.

It is hereby mutually agreed:

SECTION 1

The Flight Engineers' International Association, AFI CIO, TWA Chapter, has been duly certified by the tional Mediation Board as the designated and autized representative, for the purposes of the Railway Labor Act, of the class or craft of employees of Trans World Airlines, Inc., known as Flight Engineers and Student Flight Engineers undergoing training on a full-time basis.

SCOPE

A Flight Engineer who is included on the seniority list provided for and covered by this Agreement, shall be assigned to, and serve at the Flight Engineer station on all flights, without regard to the type of equipment used and operated, in all instances when a cockpit flight crew member in excess of two is assigned to perform the flight engineering function. This Agreement shall be applicable to all flights and to the operation and use of all types of equipment without regard to any other name or description by which the flight engineering function may be designated: Provided, however, that if the regulation of any government agency requires that in the use and operation of any specified type of equipment, all members of a minimum cockpit

Page Five

Page Four

Section 1 (continued)

flight crew of three or more, on such equipment shall possess specified qualifications and/or specified licenses which are not solely incident or necessary to the performance of the flight engineering function, the member of such minimum crew who is to, or does perform the flight engineering function shall be selected and assigned from the seniority list, covered by this Agreement, of Flight Engineers, who may possess or acquire the qualifications and/or licenses required by such regulations: Provided, further that the Company will not enter into any collective bargaining agreement, with any other organization or association, covering employees who perform the flight engineering function so long as the certification of the Association as bargaining representative for such employees remains in effect except in the terms set forth in the Memorandum of Agreement and attachments thereto dated June 21, 1962 and as set forth in the Supplemental Memorandum between the Company and the Air Line Pilots Associa-tion, International, dated September 25, 1932: and Pro-vided, further that "the flight engineering function" as used herein is defined to mean that function as it is generally known.

The allocation of cockpit duties will be determined by the Company.

For the purpose of the foregoing, the following are not considered part of the minimum flight crew: Crew member carried (1) because of the nature of the route (such as Navigators), (2) because of the schedule being flown (such as more than two pilots on multiple crew operation), (3) as supervisors or employees to instruct or check crew member proficiency, and (4) as cabin attendants and other service employees.

SECTION II

- (A) "Student Flight Engineer" means an employee of the Company who is undergoing training on a full time basis for the position of Flight Engineer.
- (B) "Flight Engineer" means an employee, including the occupant of the third seat on three-man turbojet crews, who is responsible while in flight or enroute for the safe and efficient mechanical, electrical and electronic functioning and the air-

Page Six

Section II (continued)

worthy condition of the aircraft, irrespective of the means of propulsion, and its components (including recognition and correction of their malfunctioning) and for manipulation of its engineering controls and all related ground and flight duties as assigned and who is properly qualified to serve as such and holds such valid and currently effective certificates as are required by applicable Federal regulations, this Agreement and the Memorandum of Agreement dated June 21, 1962 and who holds a bid as a Flight Engineer.

The routine duty assignments of Flight Engineers qualified and trained in accordance with the Memorandum of Agreement dated June 21, 1962, shall utilize the qualifications referred to therein so as to provide maximum safety, crew-coordination, and efficiency. Such duties shall not conflict with the performance of flight engineering duties, and shall not include manipulation of the primary flight controls. At the direction of the Captain, such Flight Engineers may be required to perfothe following duties:

 Make the pre-flight inspection of the aircraft, and consult with the Captain on the mechanical condition of the aircraft; consult with the Captain and First Officer on the flight plan, fuel plan, weather, and anticipated operation of the flight.

 Assist in pre-takeoff computations involving performance of the aircraft.

 Read the checklist and answer for items applicable to his duty station.

4. Assist in maintaining required in-flight forms and records.

5. Assist in radio communications functions.

 Assist in enroute, replanning and navigational functions when required.

7. Assist in traffic look-out during visual approach and departure operations.

8. Assist in monitoring of flight instruments with respect to their normal functioning during instrument approach and departure operations.

Page Seven

Section IV (continued)

- (5) A Flight Engineer assigned to flight simulator training shall receive adequate rest before starting his flight simulator training and before being returned to regular flight duty.
- (6) A Flight Engineer shall be permitted to complete any briefing given in connection with the flight simulator before undertaking such training.
- (7) A Flight Engineer taking flight simulater training shall be shown a copy of the instructor's or check Flight Engineer's report on his training, if he so requests.
- (8) A Flight Engineer assigned to flight simulator training shall be paid expenses in accordance with the provisions of Section VIII (A)(3) of this Agreement.

(D) General

(1) The Company shall determine the number of Flight Engineers to be trained on each type of aircraft at each domicile, and the times when training classes shall be scheduled. Prior to the beginning of any qualification training classes for Flight Engineers from any domicile, the Company will solicit the preferences of Flight Engineers for such training in order of system seniority at the domicile, unless preferences (as determinable from the most recent bid preference award sheet) have already been expressed. Assignments from the domicile to such training shall be in order of system seniority at the domicile, operational requirements permitting; and a Flight Engineering neer not so assigned because of operational requirements shall receive the same compensation protection as is afforded a dual qualified Flight Engineer in (E)(2)(c) below, provided that a less senior Flight Engineer, trained in lieu of him, is qualified on and is operating such equipment at the domicile. When the flying performed at a transferring Flight Engineer's new domicile and the relative seniority of the transferring Flight Engineer require that he be afforded the oppor-

Page Twenty-Two

Section IV (continued)

tunity to take qualification training on a particular type of aircraft operated from his new domicile, so as to enable him to fully exercise his seniority at his new domicile, the Company will afford him the opportunity to take qualification training on such aircraft at the earliest practicable time.

- (a) A Flight Engineer establishes eligibility for qualification training on a type of equipment by holding such type equipment on the domicile mock bid preference award sheet as described in (E)(2)(a) and (b) of this Section. Days of entitlement need not be consecutive. A Dlight Engineer shall also accrue days of entitlement for those days upon which a less senior Flight Engineer, training in lieu of him as set forth above, is assigned to such training; it being understood that he shall not accrue two days of entitlement under both methods on the same day.
- (b) Whenever a Flight Engineer accumulates forty-five (45) days of entitlement on a type of equipment, the Company shall have seventy-five (75) days (forty-five (45) days for piston type equipment) after such accumulation in which to complete his qualification. In the event the Flight Engineer does not complete qualification on equipment within the seventy-five (75) or forty-five (45) day peried, such Flight Engineer shall be entitled to the same compensation protection as is afforded a dual qualified Flight Engineer in (E) (2) (c) below beginning at the expiration of the seventy-five (75) or forty-five (45) day period, provided that a less senior Flight Engineer is qualified on and is operating such equipment at the domicile.
- (c) In the event a Flight Engineer is not assigned to qualification training because of operational requirements as set forth in (1) above, the Company shall schedule initiation of such qualification training for

Page Twenty-Three

Section IV (continued)

him in any event no later than nine (9) months after he has accumulated the forty-five (45) days of entitlement (nust commence training within ten (10) months), provided such Flight Engineer is able to (and exercises his semiority to) hold such equipment on the mock bid preference award sheet at the time he commences qualification training.

- (2) In the event that an insufficient number of Flight Engineers at a domicile accepts the opportunity to take qualification training on any type of aircraft, the Company will assign in reverse order of seniority from the Flight Engineers at the domicile but may exclude those who have not completed their probationary period.
- (3) A Flight Engineer who is assigned during a calendar month (Domestic) or calendar quarter (International) to flights flown by turbine powered aircraft may be restricted from making up additional flying at his domicile on any type aircraft other than the type or types of turbine powered aircraft on which he is then assigned.
- (4) A Flight Engineer holding qualification on any type of aircraft then operated by the Company will not be denied an opportunity to operate such equipment solely because of his failure to qualify on turbine powered aircraft, if his seniority is sufficient to permit him to fly on such equipment upon which he is qualified. Flight Engineers who fail on their first opportunity to check out on turbine powered equipment will, be allowed at least one additional opportunity to qualify in any subsequent qualification training program when his seniority permits.

(E) Equipment Restriction

(1) The Company may restrict the bidding of a Flight Engineer who initiates training on a type aircraft to the flying of such aircraft as

Page Twenty-Four

Section IV (continued)

a Flight Engineer for twelve (12) months from the date he completes training. The Company may require that the first nine (9) months of such restriction shall be at the domicile at which he is based on the date he initiates such training. A Flight Engineer involuntarily assigned to a type aircraft may not be restricted under the terms of this paragraph in excess of nine (9) months.

- (a) During the period a Flight Engineer is assigned by the Company to flying turbojet scheduled operations on a type of turbo-jet aircraft and is restricted as set forth above, he shall receive a pay guarantee of seventy-five (75) hours per month on such equipment.
- (2) A Flight Engineer who is qualified on more than one type of aircraft, and who is not restricted under (1) above, may exercise his normal bidding prerogatives within his domicile, to fly any of the types upon which he is so qualified, except that:

The Company shall not be required to award such Flight Engineer a bid run on one type of aircraft if there are insufficient Flight Engineers at the domicile qualified on another type upon which such Flight Engineer is qualified. In such event, effective with the month or bid period which commences on or after thirty (30) consecutive days of being denied his preferred bid run on the one type, the Flight Engineer so restricted shall be entitled to compensation as follows. A Flight Engineer may be restricted by the provisions of this paragraph (2) until such time as the Company determines it is able to train sufficient Flight Engineers on the other type:

(a) At the beginning of each calendar month or bid period, the Company shall prepare a mock bid preference award sheet to determine which bid run or reserve schedule each Flight Engineer at the donicile is entitled by seniority and bid preference, subject to the equipment restriction provided in (E)(1) above.

Page Twenty-Five

JOINT EXHIBIT 5 (portion)

Report of the Presidential Commission dated May 24, 1962.

Designated Pages

Pp. 19-26, 40-53, 57

On these carriers, all flight deck crew members are represented by

ALPA and covered by one collective bargaining agreement.

Executive Order require that the flight engineers have a mechanic's certificate issued by the FAA with airframe and powerplant ratings (A & P license). This qualification is not required of any of the flight engineers represented by ALPA.

Both mechanic engineers and pilot engineers have proven satisfactory from an operational standpoint. The safety records of the two groups of carriers have been equally good.

B. The Dispute Over the Composition of the Jet Crew

A basic issue that divides ALPA and FEIA is the composition of the flight deck crew on turbine powered aircraft. There is no disagreement over two members of the crew, the pilot in command and a co-pilot who

17/ See 14 CFR \$\$ 24.0-24.51.

The two exceptions are National Airlines and The Flying Tiger Line. In practice, National and Flying Tiger hire flight engineers with A & P licenses. National also requires its engineers to have a commercial pilot's license and instrument rating. The American and Western contracts provide for a college degree in engineering plus practical experience as an alternative to the mechanic's certificate.

is fully qualified to fly and land the airplane under routine and emergency conditions.

The dispute arises over the qualifications of the third crew member. The FAA regulations require that he have a flight engineer's certificate. FEIA insists that, in addition, he is and should remain a mechanical "specialist" with an A & P license and that no additional duties or qualifications of a piloting nature should be required. ALPA argues against the mechanical specialist concept and contends that the third crew member should have pilot qualifications so that he may relieve the co-pilot if necessary.

Each union supports its case with safety arguments, and each is distrustful of the other's motives. FEIA argues that ALPA in demanding pilot qualifications for the third man is trying to capture flight engineers' jobs for ALPA members, and ALPA contends that FEIA in insisting on the A & P license and opposing pilot qualifications is trying to preserve without justification a separate craft and a separate union in the cockpit.

FEIA's Position

FEIA conceives of the flight engineer as a mechanical specialist who is essential to the safe and efficient operation of turbine powered as well as piston powered aircraft. It stated to the Commission:

The specialist Flight Engineer looks at the "total airline operation" differently than either the pilot or the mechanic. He has the benefit of exposure to both maintenance and engineering, and experience in actual operation on the flight deck.

FEIA's position may be summarized as follows: Flight safety in the jet age requires even greater specialization among members of the operating crew. Turbine powered aircraft have been made much more complex than pistons by an increased number of pressurization; hydraulic, and electrical systems, among others. The flight engineer must be capable of inspecting, adjusting, troubleshooting and making routine repairs in flight, diagnosing trouble so preparation can be made ahead for efficient ground repairs, and making a detailed pre-flight inspection of the aircraft.

FEIA makes its point as follows:

The simple fact is that a person can be trained to <u>operate</u> a panel (much as a woman can be taught to <u>operate</u> an automobile) and perform under a set of prescribed conditions. However, such jet transports cannot be operated <u>safely</u> unless this intimate knowledge of the machine is available to the pilot-in-command.

The crew member with the necessary technical knowledge, argues FEIA, is a flight engineer who also has an A & Plicense. He is needed as the one mechanical specialist on the plane, and his specialization should not be diluted by pilot qualifications. Finally, pilot qualifications for the third crew member duplicate unnecessarily the skills and training of the captain and co-pilot.

ALPA's Position

ALPA questions the validity of FEIA's mechanical specialist concept as applied to either piston or turbine aircraft. The ALPA position may be summarized as follows:

The Civil Air Regulations assign command of the airplane and crew during flight time to the pilot in command and charge him with responsibility for the safety of the passengers, crew, cargo, and airplane. 18/ The CAB, in a formal interpretation of the regulations in 1954, made it clear that the pilot in command has full control and authority over all crew members and their duties during flight time, whether or not he holds a flight engineer's certificate. 19/

at remote stops. The duties that the airlines have assigned to the flight engineer in flight are no different from those which pilots without flight engineer certificates have handled for years on two-engine equipment, both piston and turboprop, which do not carry flight engineers. On turbine powered aircraft, the flight engineer's mechanical function has been diluted by the simplification and automation of systems and the availability of

^{18/ 14} CFR \$ 40.351(c).

^{19/ 19} Fed. Rcg. 1758 (1954).

in-flight troubleshooting and repairs have been reduced to insignificance.

Turbine powered aircraft have, says ALPA, increased the need for an all-pilot crew rather than mechanical specialization. It argues that each member of the jet cockpit crew should be backed up by another member who can take over his duties if necessary. If the captain becomes disabled, the co-pilot is qualified to take over the flight controls; the flight engineer should be qualified to move into the co-pilot's seat and perform his duties. This is ALPA's "fail-safe" flight clew, one in which every member is fully qualified to perform all flight duties. This concept was adopted as mandatory policy at ALPA's 14th Biennial Convention in 1956, in the following form:

Be it further resolved that the Board of Directors at the 14th Convention adopt as mandatory ALPA policy, that no furbo-prop or jet turbine powered aircraft will be operated unless and until it is manned at all flight stations, by a qualified pilot in the employ of the Company as a pilot

In 1958, ALPA amended this policy to eliminate the requirement of three qualified pilots on turboprop equipment, although this was retained as a policy objective. A minimum of three pilots on pure jets was continued as mandatory policy.

Position of the Carriers

have a large stake in the interunion controversy. The carriers have a

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degree of safety. "20/ Aside from the vital problem of safety, what the carrier week most out of this controversy is industrial peace. They ask for uninterrupted service and a chance to fulfill their obligations to the public, their employees and their stockholders.

National Airlines, in a separate statement of position to the Commission, spoke out in opposition to ALPA's stand that safety requires a third crew member with sufficient pilot qualifications to fly and land the airplane in case of an emergency. National contends that ALPA's position is both unsupportable as a safety measure and impractical from a cost standpoint.

In their discussions with the Commission and in meetings with representatives of both unions and the Commission, the other carriers (not including Western) also stated that the third crew member on jet aircraft need not possess any qualifications or ratings other than those required by FAA regulations, and more specifically that he needs neither a pilot license nor an A & P license. These carriers agreed with National that the ALPA position unnecessarily involves the carriers in substantial training costs.

In 1960 the Air Tramsport Association (ATA), an industry trade association which includes among its membership all seven carriers

^{20/} Federal Aviation Act of 1958, \$ 601(b), 72 Stat. 775, 49 U.S.C. \$ 1421(b) (1958).

before the Commission, pursuant to Notice of Conference for proposed rule making, urged the FAA to adopt amendments to permit the third crew member to hold either a flight engineer's certificate or a commercial pilot's certificate. The ATA proposed further that the Civil Air Regulations be revised to define the flight engineer simply as "the third member of the flight crew... whose primary duty during flight is to assist the pilot in command," rather than, as at present, one "whose primary assigned duty during flight is to assist the pilots in the mechanical operation of the airplane."

ATA, like ALPA, asserted that turbine powered aircraft have not increased the complexity of the flight engineer's function. It stated:

The introduction of turbine powered aircraft has not increased the complexity of the function of the third member of the flight crew. For example, one of the greatest single contributions to safety in the 707 Jet Transport derives from the operational simplicity of its powerplant. Each of the J-57 type jet engines is operated by a single lever mechanically connected to a hydro-mechanical regulator on the engine. Gone are propeller pitch controls, mixture controls, cowl flap controls, carburetor heat controls, supercharger controls, propeller synchronizer control and many others. It should be noted that the 707 reverses a previous trend in 4-engine aircraft.

Position of the FAA

Under the Federal Aviation Act an aircraft may not be flown in air commerce until the FAA has certificated its airworthiness. 21/ After rigid

^{21/} Federal Aviation Act of 1958, \$ 610(a)(1), 72 Stat. 780, 49 U.S.C. \$ 1430(a)(1) (1958).

and demanding flight tests, all jet aircraft in service today received type certificates establishing, among other things, that the minimum flight crew necessary for safe operation consists of two pilots and a flight engineer.

The Civil Air Regulations have never specified that flight engineers must have either pilot qualifications or an A & P license. But neither do the regulations say that a flight engineer may not have additional pilot or mechanic qualifications.

C. The Eastern Air Lines Emergency Board

The disagreement between ALPA and FEIA erupted on Eastern Air

Lines during contract negotiations in 1957. Each union became involved

in a dispute with the carrier over the crew complement on turboprop and

turbojet equipment about to be placed in service on Eastern. In January

1958, Emergency Boards No. 120 and No. 121 were appointed pursuant to

Section 10 of the Railway Labor Act to investigate the disputes. Because

of the interrelationship of the issues, the same three men were appointed

in each case.

In making its reports in July 1958, the Eastern Board defined the crew complement issue before it as follows:

Sharply in issue . . . is the question whether in the turbojet and turboprop aircraft about to be placed into service by Eastern, the third crew member should be qualified solely as an engineer with a mechanical background or whether he should possess, in addition, training in skills and techniques of pilots so as to be able to assist in the performance of certain additional duties.

RECOMMENDATIONS

A. The Issue of Representation

The representation issue in this controversy stems from a petition by ALPA resulting in the decision of the National Mediation Board in the United case. In that proceeding, a Committee appointed by the Board held that pilots and flight engineers on United, many of whom have similar qualifications and training, constitute a single craft or class for the purpose of designating a bargaining representative under the Railw y Labor Act.

The representation issue in the present controversy arises from

FEIA's fear that ALPA will file additional petitions like that filed in the

United case, and that the NMB will similarly order elections among all

flight deck crew personnel, which ALPA will inevitably win because of the

numerical preponderance of pilots over flight engineers. Aside from its

interest as a union in preserving its representation rights, FEIA fears

that representation of flight engineers by ALPA will result in pilot qualifications for the flight engineer, the dilution of the craft, and the eventual

replacement of flight engineers by pilots. At best FEIA expects that in bargaining in behalf of flight engineers ALPA will subordinate their interests in

wages and working conditions to the interests of the pilots. We believe that

the underlying risk has been magnified out of all proportion.

As the Chairman of the NMB has indicated, there has been no occasion to determine whether the reasoning in the United case has application to the fact situation now existing on any of the airlines before the Commission. Moreover, the Commission has no reason to believe that ALPA is planning to file such petitions. Nevertheless the unions have sought to strengthen their respective cases by asserting divergent positions with respect to the related issue of training and qualifications. FEIA insists that the carriers must not qualify pilots as flight engineers nor require flight engineers to qualify as pilots, and that all flight engineers must possess an A & P license. The ALPA position is that the carriers must give pilots training as flight engineers, that such training is not to include an A & P license, and that if a three-man crew is used on jet aircraft its third member must possess a commercial pilot license and instrument rating and be qualified to relieve the co-pilot under routine and emergency conditions.

Each union asserts that its position is not self-serving, but designed simply to insure safe operations. There is ample reason, however, to believe that FEIA is partly motivated by a desire to fence the pilots out in order to preserve its members' jobs, the craft, and FEIA's representation rights, and that ALPA is likewise partly motivated by a desire to elbow FEIA out of its representational rights and all that implies.

This situation, in which two unions seek irreconcilable objectives and the carriers are unable to satisfy one without offending the other, is intolerable. It should be evident to the unions, which purport to base their positions on considerations of safety, that the collision of their views in itself threatens safety and efficiency and economy of operations as well. It should also be evident to them that if they continue to steer a collision course, the public will demand action much more drastic than that which the Commission proposes.

The most obvious solution to this problem is merger or some form of consolidation. In the considered opinion of the Commission, neither peace nor safety on the airlines will be fully assured as long as there are two unions in the cockpit.

The principal objection by FEIA to consolidating in any manner with ALPA is that FEIA would be submerged. By this it is meant, apparently, that the flight engineers would have no voice in bargaining over matters which directly affect their interests, in the handling of grievances, or in shaping the over-all policies of the combined group. This would depend, however, on the terms of the merger. If the proper statesmanship were demonstrated, adequate assurances against the fears expressed by FEIA could be provided.

In the same veim, FEIA has expressed the fear that once a merger

or an agreement of any kind between the two unions were accomplished,
ALPA could alter its terms in one way or another. It finds confirmation of
its fears in a long list of ALPA "offenses," including its action in the
United case and, most recently, its alleged support of Western Air Lines
in allowing pilots to perform the functions of the discharged flight
engineers. Against this background, says FEIA, it is impossible even to
discuss a merger, unless ALPA should demonstrate that it is prepared to
change its attitude and begin to display the respect for the rights of FEIA
and its members essential to mutual trust and confidence.

In the opinion of the Commission FEIA has exaggerated the difficulty of negotiating a fair merger agreement and of protecting such an agreement once reached. From its study of this subject, the Commission is confident that if a merger agreement of any kind between the two unions were reached, it could be legally protected. Such an agreement could have the support of the Government in an effective form, as well as the support of the AFL-CIO. The Commission stands ready to assist FEIA and ALPA in effecting a merger or other agreement containing such protection.

It is important that this merger approach has received the repeated endorsement of the AFL-CIO. Every disinterested observer, governmental or private, who has expressed an opinion to the Commission shares the view that the flight crew should be represented by one union. The

Commission firmly endorses such a solution.

It is perhaps true that the United decision has hardened the resistance of FEIA to merger. There has been objective criticism of ALPA for its attempt to accomplish that result by the filing of single-unit petitions, as endangering the entire craft or class concept underlying the Railway Labor Act. Some of this criticism has come from AFL-CIO officials who have urged voluntary merger into a single trade union.

ALPA's position has similarly been hardened by the pilots' loss of employment during the February walkout.

This may be a difficult moment to attempt to persuade the two unions to adopt the cooperative attitude essential to merger. Yet the Commission feels that any merger should come about by voluntary action, through collective bargaining and mediation. Some beginning must be made toward cooperation between the two organizations if their relationships are not to go from bad to worse, with the public, the carriers, and the individual pilots and flight engineers suffering the consequences.

To this end, the Commission recommends that on the property of each carrier the unions establish a Joint Committee on Inter-Union Cooperation. The function of such a Committee is implicit in its name.

B. Jet Craw Complement

Thirteen airlines now operate turbojets. Nine of the thirteen operate with a three-man crew. In those nine cases, all three crew members are to some extent pilot-qualified, and at least one of the three also holds a flight engineer certificate.

In 1958, the Eastern Air Lines Emergency Board, after careful study, recommended, assuming a crew of three, that all three have some degree of pilot qualification. FEIA rejected the recommendation because of its objection to adding pilot qualification to the flight engineer's job.

Six airlines involved in the present controversy—American.

Eastern, Pan American, TWA, Flying Tiger, and Western, now have agreements with ALPA calling for three qualified pilots on turbojets, and agreements with FEIA calling for a non-pilot flight engineer as a crew member.

The seventh airline, National, has a crew of three, consisting of a captain, a co-pilot, and a flight engineer possessing a commercial pilot's license and instrument rating, with a pending demand by ALPA that the flight engineer, though represented by FEIA, receive additional pilot training.

In no instance has an airline once having had an all-pilot crew subsequently converted to a crew of two pilots and a non-pilot flight . engineer. Several airlines having non-pilot engineers have converted to

all-pilot crews on turbe equipment and, in some case on all aircraft.

From these facts, the pattern that emerges is a turbojet crew of three pilots, at least one of whom possesses a flight engineer's certificate, or two pilots and an engineer with some pilot qualifications.

brought about by the power tectics of ALPA, and that the presence in the cockpit of an engineer specialist performing no pilot duties, whether two or three pilots be carried, is essential to safe and efficient operations. The FAA, however, has advised the Commission, on the basis of experience, that an all-pilot crew is equally safe.

There is no evidence that it is less efficient. So far as the Commission is aware, labor relations under such an arrangement are peaceful and harmonious.

There is reliable opinion that a three-pilot crew has advantages from the point of view of efficiency, interchangeability and job security. We believe these to be significant facts which should guide us in our recommendations.

As a public agency, this Commission feels an obligation to assist in achieving a reduction from four to three flight crew members on turbojets as a means of promoting economical, yet safe, air

transportation. (is is particularly true in a period when public agencies and labor and management generally are re-examining seemingly wasteful practices, regardless of their origin, with a view to their elimination and the improvement of productivity, while at the same time recognizing the job equities of incumbent employees.

The importance of economical operation to employment security in air transportation was stressed by the Aviation Adviser to the President when he addressed the carriers and unions at the meeting of May 9, 1961, previously mentioned.

In support of that objective, the Commission endorses the principle of transition from a four-man to a three-man crew on turbojets, with reasonably adequate protection for the job equities of those employees who may be adversely affected by such transition.

C. Job Security

The problem of job security has two aspects. The first and broader aspect, which gives FEIA such concern that it triggered the recent strike, relates to the possible impact of the United decision on the job security of flight engineers on the airlines before the Commission. This aspect of the problem has been considered above as part of the representation issue.

The second aspect of the problem of job security stems directly from the prospect of reduction from a four-man to a three-man crew. Four carriers (American, Eastern, Pan American, and TWA) are now operating with a four-man crew. The problem is when and how they can make the transition. If that goal should be achieved through assigning the flight engineer as the third crew member, ALPA's need would be to insure reasonably adequate job or pay protection for pilots with present employment rights, and to insure that the occupant of the third seat has the qualifications and training adequate to meet its standard of a crew of three qualified pilots. If, on the other hand, the goal in question should be achieved through retention of the second officer as the third crew member, FEIA's position undoubtedly would be to seek reasonably adequate job or pay protection for flight engineers with present employment rights.

On National, which now operates with a crew of three (the third man being a flight engineer, who is required to obtain a commercial pilot's

license and instrument rating at company expense but on his own time)
the problem is what, if any, additional pilot training the flight engineer
must have. On Flying Tiger, there is at the moment no problem of adjustment, since it does not yet operate turbojets.

Obviously, no recommendations can satisfy in full measure the desires of the carriers, FELA and ALPA. In moving toward a three-man crew on turbojets, the carriers should have the obligation to provide reasonably adequate job protection, or pay protection in lieu thereof, for employees with job equities that would be adversely affected by the transition. It was, after all, the carriers' decision to establish a four-man crew, whatever the bargaining pressures. Furthermore, the savings which will result from a reduction in crew size will, over the years, be substantial.

The transition will proceed gradually if, in accordance with the Commission's recommendations, the carriers initiate three-man crews on all new turbojet equipment. At the same time, ALPA and FEIA should not insist on a solution which would unduly delay the transition or which would exceed the bounds of reasonably adequate job or pay protection, particularly for employees whose job equities have only recently been acquired or are only remotely affected. The most important thing is that the transition begin.

D. Transition to Three-Man Crews

The principle underlying the Commission's recommendations with respect to reduction of crew size on turbojets for those airlines presently employing four-man crews is that the carriers should be permitted to operate such turbojets with a three-man crew, provided that existing job equities of crew members receive reasonable protection. Accordingly, the Commission recommends that transition shall be effected in such a manner that it will not cause the displacement of present incumbent flight engineers on turbojet equipment, and they shall not be required to obtain pilot qualification. Further, the job equities of pilots with bidding rights on the four-man crews shall be reasonably protected.

To implement this program, the carriers may be required to operate some four-man crews for some time. However, that period will be reduced by normal attrition and by the carriers' providing alternatives to incumbent flight engineers on the turbojets in the form of severance pay, early retirement, suitable ground jobs, and the like.

The Commission recognizes that during the period when the carriers will be operating some turbojet equipment with a four-man crew and similar equipment with a three-man crew, there will be difficulties concerning scheduling and bidding for flight assignments. The Commission believes, however, that with study, ingenuity and cooperation by all concerned,

these difficulties can be overcome or greatly mitigated.

More particularly the Commission suggests the following framework:

- Flight engineers with turbojet bids or assignments on May 24.
 1961 may remain on existing turbojet equipment without pilot qualifications.
- z. Flight engineers on piston and tuboprop aircraft will continue on such aircraft, subject only to their seniority and the availability of such jobs. They may also qualify for the third seat of a three-man crew on turbojet equipment as provided below.
- 3. Plight engineers, who possess on May 24; 1961, a commercial pilot's license and instrument rating, shall have prior rights to bid the third seat of three-man crews on turbojets. In order to qualify for such an assignment they must have by a date to be negotiated by the parties, such commercial pilot's license and instrument rating, and such other airman training, if any, as the parties may agree is necessary.
- 4. The additional training, if any, that a flight engineer with a commercial pilot's license and instrument rating should have to qualify for the third seat of a three-man crew on the turbojets shall be established by negotiation.

Under the foregoing proposals some flight engineers and pilots would, under certain circumstances, suffer the loss of job opportunities. Flight engineers on piston or turboprop equipment on May 24, 1951 who

fail to qualify or who, being eligible, fail to achieve promotion for a position on a three-man crew on turbojets have an equity in the loss of their present promotional opportunities to the turbojet as presently manned. The Commission, therefore, recommends that this equity should be recognized in some practical form such as a cash allowance in an amount depending on the nature and extent of the particular equity involved, length of service with the particular airline or appropriate subdivision thereof, and other relevant factors.

Flight engineers on piston and turboprop equipment as of May 24, 1961, who do qualify and, therefore, are eligible for the third seat on turbojet equipment suffer some loss of equity through the reduction in their bidding rights with the transition from a four to a three-man crew on jets. That loss of equity should also be appropriately compensated.

Pilots whose job and promotional opportunities are impaired either on piston and turboprop or on turbojet equipment by the transition from a four to a three-man crew also sustain a loss of equity through a change in the rules of the game during their employment. They likewise should be appropriately compensated for that loss.

The matter of new hires, viewed in the context of the above, would appear to present no serious problem of logic or equity. Since a new hire will, in most cases, be interested in bidding the third seat on the turbojets,

he should possess or acquire both pilot qualifications and a flight engineer's certificate. If the new man should be hired for or bid a flight engineer's job on a non-jet arcraft, he should be placed on the engineers' seniority roster and be represented by the FEIA. If he should be hired for or bid a pilot's job, he should be placed on the pilots' seniority list and be represented by ALPA.

The Commission proposes that the parties negotiate on the basis of its report and advise the Commission of their progress within 30 days.

Thereafter, the Commission will determine what, if any, further action might be required.

Finally, it may be observed that at times it may take more courage to say "yes" than to say "no." This may be such an occasion. Courage accounts for the magnificent job performed by the pilot and the flight engineer in his occupation. The public trustfully places its lives in their custody. Today, the Commission entrusts a formula for long-range peace in the cockpit in that custody.

Respectfully submitted,

PRESIDENT'S COMMISSION ON THE AIRLINES CONTROVERSY

J. Keith Mann

Nathan P. Feinsinger, Chairman

May 24, 1961 Washington, D. C.

The Commission em reases its deep gratitude to Miss Anne von der Lieth and to Mr. William A. Norris for their invaluable assistance in the preparation of this report.

JOINT EXHIBIT 8

TWA-ALPA Supplemental Memorandum dated September 25, 1962.

Designated Pages

Pp. 137-139, 140, 145

TWA-ALPA SUPPLEMENTAL MEMORANDUM DATED SEPTEMBER 25, 1962, PARA-GRAPH M ON PAGE ONE HUNDRED FORTY-FIVE AND PARAGRAPHS B C AND D ON PAGE ONE HUNDRED THIRTY-SEVEN et seq. (EXCERPT FROM JOINT EXHIBIT 8, PRE-TRIAL ORDER)

crew member, where required, possesses the qualifications and training as set forth hereafter in addition to such qualifications as may be required by applicable Federal regulations. Such third crew member shall receive training that will enable him, in the event of an emergency created by the incapacity or unavailability of one of the two pilots, to occupy one of such pilot stations and provide appropriate assistance to the pilot then in command by possessing the following qualifications:

- 1. A commercial pilot's certificate and instrument rating.
- 2. Qualifications in the type aircraft to which assigned as follows:
 - a. Ability to execute enroute, approach, and landing copilot duties in the emergency situation specified above, including checklist functions, as would be performed by the second in command at the direction of the pilot in command, other than manipulation of the primary flight controls;
 - b. Ability to manipulate the flight controls of the turbo-jet aircraft by reference to flight instruments to the following extent: straight and level flight, normal turns, climbs, and descents at the various normal operating speeds, but not including takeoffs and landings;
 - c. The training for and demonstration of the ability required by paragraphs a. and b. immediately above may be accomplished in a turbo-jet simulator.
 - Ability to operate radio communications and navigation equipment and weather radar;
 - 4. Ability to read and interpret curoute, terminal area, and approach charts;
 - Ability to copy and interpret air traffic control clearances and give position reports when required;
 - 6. Ability to maintain appropriate flight logs; and
 - Two (2) hours of pilet flight training on the jet aircraft, to include instruction in three (5, landings of the aircraft.

When such third ere'v member position, where required, is filled in accordance with paragraph D below by other

Page One Hundred Thirty-Six

than a Flight Engineer listed in Appendix A attached hereto, such third crew member shall be qualified, in addition to 1 through 7 above, in accordance with the Memorandum of Understanding dated May 22, 1959, as modified herein.

- B. The routine duty assignments of third crew members qualified and trained as in puragraph A above shall utilize the qualifications listed in 1 through 7 of such paragraph so as to provide maximum safety, crew-coordination and efficiency. Such duties shall not conflict with performance of flight engineering duties, am shall not include manipulation of the primary flight controls. At the direction of the Captain, the third crew member may be required to perform the following duties:
 - Make the pre-flight inspection of the aircraft, and consult with the Captain on the mechanical condition of the aircraft; consult with the Captain and First Officer on the flight plan, such plan, weather, and anticipated operation of the flight.
 - Assist in pre-takeoff computations involving performance of the aircraft.
 - 3. Read the checklist and answer for items applicable to his duty station.
 - 4. Assist in maintaining required in-flight forms and records.
 - 5. Assist in radio communications functions.
 - Assist in enroute re-planning and navigational functions when required.
 - Assist in traffic look-out during visual approach and departure operations.
 - Assist in monitoring of flight instruments with respect to their normal functioning during instrument approach and departure operations.
- C. Those Flight Engineers listed in Appendix A attacked hereto shall have full job and bid priority rights to the third operating crew position, where required, on all aircraft operated by the Company including turbojet aircraft operated by three-man crews.

The exercise of this priority on turbo-jet aircraft operated by three-man crews is subject to such Flight Engineers satisfying the Company in acquiring those

Page One Hundred Thirty-Seven

TWA-ALPA SUPPLEMENTAL MEMORANDUM DATED SEPTEMBER 25, 1962, PARA-GRAPH M ON PAGE ONE HUNDRED FORTY-FIVE AND PARAGRAPHS B C AND D ON PAGE ONE HUNDRED THIRTY-SEVEN et seg. (EXCERPT FROM JOINT EXHIBIT 8, PRE-TRIAL ORDER)

qualifications set forth in through 7 of paragraph A above. The Company shall advise the Association in writing of the name of each such Flight Engineer who so qualifies. Each such Flight Engineer, upon completing such qualification for assignment to three-man turbolet erows, shall be placed on the TWA pilots' system seniority list below all pilots fisted thereon on the date of signing this Supplemental Memorandum, but above any pilot hired by the Company thereafter. The relative seniority of such Flight Engineers so placed on the TWA pilots' system seniority list, as among such Flight Engineers, shall be the same as their seniority on the TWA Flight Engineers' system seniority list. The exercise of each such Flight Engineer's bid rights for pilot positions with the Company requiring qualifications in excess of those provided in 1 through 7 of paragraph A above shall be conditioned upon the completion by such Flight Engineer of the training and qualification and assignment shall be at the sole discretion of each such Flight Engineer, and acceptance or rejection of such Flight Engineer, and acceptance or rejection of such Flight Engineer, and acceptance or rejection of such requests for such additional qualification and training shall be at the discretion of the Company, exercised in a traiform manner and consistent with the then effective Company requirements and regulations concerning pilot qualifications.

D. All third crew member positions shall first be filled in accordance with the TWA-FEIA Working Agreement and the job and bid priority rights of those Flight Engineers listed in Appendix A attack of thereto, as provided in paragraph C above. If such positions are not so filled, a pilot who holds a position on the TWA pilots system seniority list may bid for such position in accordance with his pilot seniority and the normal bidding procedures as established in the TWA-ALPA Working Agreement. If no pilot bids for such third crew member position, it shall be filled by assignment of the most junior pilot on the system. When a pilot bids or is assigned to a third crew member position, in accordance with the above, he shall relain and continue to accrue seniority on the TWA pilots system seniority list, and when so assigned (either as a result of a bid or involuntary assignment) he shall be placed on the TWA Flight Engineers system seniority list below all Flight Engineers listed in Appendix A attached hereto and, except as provided in paragraph I below, his employ-

Page One Hundred Thirty-Eight

ment while assigned to such position shall be governed by the Working Agreement providing for the latter seniority list. The relative seniority of pilots so placed on the TWA Flight Engineers' system seniority list, as among such pilots, shall be the same as their relative position on the TWA pilots' system seniority list. A pilot who serves as a third crew member, as outlined above, if displaced from such position, shall exercise his normal displacement options as established in the TWA-ALPA Working Agreement.

- E. Placement of Pilots or Flight Engineers on a seniority list other than that of their initial employment as aircraft operating crew members, as provided in paragraphs C and D above, shall have no effect in altering or diminishing such Pilots' or Flight Engineers' rights in event of reduction in force. Each such Pilot or Flight Engineer shall have full rights to exercise his seniority and bid and job rights accruing to him from his position on the senority list which he holds as the result of his initial employment as an aircraft operating crew member.
- F. A pilot who bids a third crew member position in accordance with paragraph D above, may be required by the Company to serve in such position for a period of nine (9) months from the date of initiation of his training. A pilot who is involuntarily assigned to such position, may be required to serve for a period of one hundred fifty (150) days following assignment to schedules in such position. A pilot, while restricted as above, may nevertheless bid on pilot positions and, if awarded the bid, it shall be held in abovance until the end of the appropriate period specified above. At the end of such period, the pilot will fulfill such bid award, seniority permitting.
- G. A pi'ot who bids or is assigned to a third crew member position in accordance with paragraph D above shall be given training to meet the requirements of the Company and applicable Federal regulations, on Company time and at Company expense in accordance with the appropriate provisions of the TWA-ALPA Working Agreement. Notwithstanding paragraphs 2 and 3 or any other provisions of the Memorandum of Understanding dated May 22, 1952, the Company shall not be required to offer or conduct training for pilots to secure flight, engineer certificates except where required for a pilot to fill a third crew member vacancy in accordance with

Page One Hundred Thirty-Nina

paragraph D above. During the period of his assignment to a third crew member position, a pilot shall receive the recurrent training required for such position and in addition, at the time of each such recurrent training period, he shall be given four (4) hours of pilot training in the simulator for the aircraft on which he is serving as a third crew member.

All persons hired by the Company to fill aircraft operating erew member positions after the date of signing this Supplemental Memorandum shall possess at the time of employment the qualifications required by the Company for employment as a pilot, and shall not be required to possess any because, rating or qualifications not required for pilot employment. Such pilots shall be placed on the TWA pilots' system seniority list at date of hire.

A pilot who is a member of the Air Line Pilots Association when he is awarded a bid or assigned to a third crew member position in accordance with paragraph D above, when such position is represented by the Flight Engineers International Association, TWA Chapter, will be exempt from the provisions of any agency shop egreement between the Company and such Association; shall retain the right to process a grievance involving the discipline or discharge of such pilot through the grievance and System Board of Adjustment procedures of the TWA-ALPA Working Agreement; shall be eligible for continued participation in the TWA Pilots' Retirement Plan (Plan A) and the TWA Pilots' Retirement Plan (Plan B); and will be entitled to be represented by an ALPA representative in System Board Chapter, all of the above notwithstanding the terms of the TWA-FEIA Working Agreement. A representative of the FEIA-TWA Chapter may attend those grievance and System Board of Adjustment proceedings described herein. For purposes of compensation (including deadhead and training pay), vacation accrual, sick leave continuance and probation, the years of service of such pilot as a pilot shall be considered as years of service while serving in a third crew member position.

J. In recognition of the training, qualification and bidding problems attendant to the transition from four-man to three-man turbo-jet crews, the following will apply:

Page One Hundred Forty

- At each domicile where three-man crews are to be operated, the bidsof third crew members qualified in accordance with paragraph A above shall determine the bid runs which are to be operated with a threeman crew.
- Bid runs for Captains, First Officers, and such qualified third crew members will be scheduled to coincide, insofar as is practicable, so as to permit each three-man crew to normally be scheduled as a unit during the bid period.
- 3. The provisions set forth below shall be applicable at any domicile for any calendar month during which one or more third erew members qualified in accordance with this Supplemental Memorandum are scheduled on normal monthly turbo-jet bid run projections during the month.
- 4. One (1) third crew member, as described in 1 above, shall be presumed to be scheduled during such month on those turbo-jet flights operated by the most senior Captain at the domicile who is awarded a turbo-jet bid run for the month. Another such third crew member shall be presumed to be scheduled with the next most senior Captain at the domicile, and so forth.
- 5. One (1) third crew member, as described in 1 above, shall be presumed to be scheduled during such month on turbo-jet flights operated by the most senior First Officer at the domicile who is awarded a turbo-jet bid run for the month. Another such third crew member shall be presumed to be scheduled with the next most senior First Officer at the domicile and so forth.
- 6. In the event that a third crew member, as described in 1 above, is not actually assigned as third crew member on a turbo-jet flight upon which a Captain, as described in 4 above or a First Officer as described in 5 above is so assigned, then such Captain(s) and First Officer(s) shall be paid and credited for the purposes of Section 11 (B)(6), (C)(3)(c) and (C) (3)(h)(2) as if they had served on a flight operated with less than four (4) flight deck operating crew members. The provisions of Section 11 (D)(2) shall apply in the computation of such Captain's and First Officer's flight time pay and credit.
- 7. The provisions of 4 through 6 above shall not apply when a Captain or First Officer is in fact flying as

Page One Hundred Forty-One

TWA-ALPA SUPPLEMENTAL MEMORANDUM DATED SEPTEMBER 25, 1962, PARA-GRAPH M ON PAGE ONE HUNDRED FORTY-FIVE AND PARAGRAPHS B C AND D (EXCERPT FROM JOINT EX-ON PAGE ONE HUNDRED THIRTY-SEVEN et seg. HIBIT 8, PRE-TRIAL ORDER)

- c. The monthly pay protection rate as determined for him in accordance with 3 b. above.
- 8. The pay protection rates described herein shall not apply when a pilot does not utilize his seniority in his status to hold a bid run.
- 9. Notwithstanding Section 19 of the TWA-ALPA Working Agreement, in the event of a displacement of a Second Officer or Regular Reserve Second Officer, a more senior pilot in the same status at the domicile where such displacement is being effected, may elect to displace in lieu of such Second Officer or Regular Reserve Second Officer, provided that a pilot making such an election may only displace the least senior pilot in any status at his domicile to whom he is senior. Such election shall be by telegram
- 10. A pilot shall not be entitled to any form of pay protoction under this Supplemental Memorandum during any full month in which he is on any type leave of absence. A pilot who is on leave of absence for part of a month who qualifies for monthly pay protection, shall be entitled to a prorated portion of his monthly pay protection rate as well as his hourly pay protection rate. A pilot who is on sick pay continuance who qualifies for monthly pay protection, shall be entitled to his monthly pay protection, prorated, as well as his hour, pay protection rate.
- 11. The above provisions as they affect pilots due primary pay protection under 1 above shell be effective on the first day of the month in which three-man turbo-jet crews are implemented in scheduled operations at such pilots' domicile. The above provisions, as they affect pilots due secondary pay protection under 2 above, shall be effective on the first day of the month in which such a wilet is affected. the month in which such a pilot is affected at his domicile by the bidding, displacement or assignment of any pilot due primary pay protection.
- L. With reference to Section 11 (C)(3)(c) of the TWA-ALPA Working Agreement signed May 6, 1962, the following will apply:
 - 1. Section 11 (C)(3)(a) through (f) and Section 11 (C) (3)(h)(2) will be effective on and after the initial date of operation of a three-man turbe-jet crew, except as provided in 2 through 4 below.

Page One Hundred Forty-Four

- 2. Section 11 (C)(3)(b) shall be effective on and after November 6, 1963, or on the date all International turbo-jet First Officers have received equipment ratings in accordance with the Doppler navigation letter agreement dated May 6, 1962.
- 3. Section 11 (C)(3)(c) and (f) will be effective on and after November 6, 1963, provided that pilots may be scheduled and credited under such provisions prior to November 6, 1963.
- 4. Prior to November 6, 1963, those turbo-jet flights which are not scheduled under the provisions of Section 11 (C)(3)(b) through (i) of the TWA-ALPA Working Agreement signed May 6, 1962, shall be scheduled under the provisions of Section 11 (C)(3) (a) or (b) of the TWA-ALPA Working Agreement signed May 22, 1959.
- M. This Supplementa! Memorandum shall become effective on the date of signing and shall remain effective con-current with the TWA-ALPA Working Agreement signed May 6, 1932, subject to Section 27 of such Working Agreement; provided that paragraph C hereof shall ing Agreement; provided that paragraph C hereof shall continue in effect during such period as any flight engineer listed on Appendix A attached hereto who is qualified in accordance with paragraph A hereof is available for assignment as a third crew member on turbo-jet aircraft; and further provided that the exception to the Memorandum of Understanding dated May 22, 1959, as set forth in paragraph A hereof and the second sentence of paragraph G hereof, shall continue in effect concurrent with paragraph C hereof; and further provided that paragraph I hereof shall not be ther provided that paregraph II hereof shall not be subject to termination or char to at the instance, notice, or request of the Company.

IN WITNESS WHEREOF, the parties have signed this Supplemental Memorandum this 25th day of September,

For TRANS WORLD AIRLINES, INC.

/s/ D. J. Crombie

WITNESS:

/r/ Kenneth L. Meinen /s/ David S. Spain

/s/ Charles A. l'asciuto

Page One Hundred Forty-Five

JOINT EXHIBIT 9

Contract Booklet containing TWA-ALPA Collective Bargaining Agreement signed May 13, 1968.

Designated Pages

Cover Page, pp. 2, 3, 5-13, 25-30, 104-113, 126, 127

AGREEMENT

between

TRANS WORLD AIRLINES, INC.

and

THE AIR LINE PILOTS IN THE SERVICE OF TRANS WORLD AIRLINES, INC.

as represented by

THE AIR LINE PILOTS ASSOCIATION,

318

TABLE OF CONTENTS

TABLE OF CONTENTS

		Page	Section		Page
ection		5	Letters	of Agreement	
1	Recognition		I	Turbine Mento of Understanding	128
2	Definitions		11	Civil Reserve Air Fleet Agreement	
3	General	10	111		
4	Compensation	16		Crew Complement Letter	
5	Miscellancous Pay Rules Training and Route Qualifications	19	rv	MAC Letter of Agreement	
6	Foreign Service Pay	39	v	DC-9 Memo of Understanding	144
7	Overseas Benefits	. 40	VI	Disability/Physical Standards Letter of Agreement	146
9	Deadhead Time	. 42	VII	Letter Amendment to Crew Complement Agreement	147
11	Hours of Service	. 50	ViII	MAC Pacific Operations Letter of Agreement.	, 2
12	Trip and Training Expenses	-	IX	Flight Engineer Guarantee Letter	151
13	Moving Expenses		x	1968 Pay Letter	
14	Vacations		λI	MCI Test Pilot Letter	
15	Sick Leave With Pay		XII	Bangkok - Hong Kong Insurance and Disability	.,,
16	Internment, Prisoner, or Hostage of War Benefits	. 81	^11	Benefits Disability	158
	Seniority	82	XIII	Reserve Officer Letter	159
17	Leaves of Absence	85	XIV	Ir 'ernational Relief Officer Letter	
19	Vacancies and Displacements Furlough and Employment Protection	101	xv	Letter Disposing of Grieva. (ALPA Nos. 5983, 6021)	
-	Grievance Procedure	104	XVI	Retirement Plan Integration Study Letter	
21	-A System Board of Adjustment	108	XVII		
22	Physical Examinations	***		,	•••
23	Orders to Pilots	110	Append	fix A:	
24	Retirement	116	Scheo	duling Policy - International Domiciles	169
25	Insurance	126	Schee	duling Policy - Domestic Domiciles	178
20	Prior Rights	120		Vertical black lines in margin indicate changes f	rom
2		125	••	previous agreement.	
Pag				Pa	ge 3

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between TRANS WORLD AIRLINES, INC., hereinafter known as the "Company," and the AIR LINE PILOTS in the service of TRANS WORLD AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL, hereinafter known as the "Association."

In making this Agreement, the parties hereto recognize that compliance with the terms of the Agreement and the development of a spirit of cooperation is essential for mutual benefit and for the intent and purpose of this Agreement.

It is hereby mutually agreed:

SECTION 1 RECOGNITION

The Air Line Pilots Association. International, has furnished to the Company proof that a majority of the air line pilots employed by the Company have designated the Association to represent them and in their behalf negotiate and conclude an agreement with the Company as to hours of labor, wages, and other employment conditions covering the pilots in the employ of the Company in accordance with the provisions of the Railway Labor Act, as amended.

Further, the said Association has been duly certified by the National Mediation Board in Case No. R-3982, dated March 19, 1968, as the designated and authorized representative, for the purposes of the Railway Labor Act, as amended, of those employees of Trans World Airlines, Inc., known as flight engineers and student flight engineers undergoing training on a full-time basis.

SECTION 2

As used in this Agreement, except as otherwise provided:

(A) "Pilot" means Captain, Reserve Captain, First Officer, Reserve First Officer, International Relief Officer, Second Officer, Flight Engineer, and Reserve Officer, as herein defined.

Page 5

Section 2(A) (continued)

Page 6

- (B) "Captain" means the pilot who is in command of the aircraft and its crew members while on duty and who is responsible for the manipulation of, or who manipulates, the controls of the aircraft while under way, including take-off and landing of such aircraft, and who is properly qualified to serve as and holds a currently effective airman's certific te authorizing him to serve as such and who holds a bid as a captain.
- (C) "Reserve Captain" means a pilot with captain qualifications who may be designated to serve as captain, but who does not hold a bid as a captain.
- (D) "First Officer" means a pilot who is second in command on a flight whose duties are to assist or relieve the captain in the manipulation of the controls and in the navigation of the aircraft while under way, including take-off and landing of such aircraft; who is properly qualified to serve as and holds a currently effective airman's certificate authorizing him to serve as a first officer; and who holds a bid as a first officer. For the Company's International Operations, on turbo-jet aircraft only, a first officer's qualifications shall include a currently effective Airline Transport Pilot certificate and rating on the type turbo-jet aircraft in which he serves as first officer.
- (E) "Reserve First Officer" means a flight engineer with first officer qualifications who may be designated to serve as a first officer but who does not hold a bid as a first officer.
- (F) "International Relief Officer" means a pilot who is third in command on a flight on which an internanational relief officer is required and who is to perform the duties of international relief officer as specified, and assist the captain, first officer and flight engineer as directed; and who holds currently effective airman's certificates as required, authorizing him to serve as an international relief officer; and who holds a bid as an international relief officer.
- (G) "Second Officer" means a pilot who is third in command on a flight on which a second officer is required and who is to perform the duties of second officer as specified, and assist the captain and first officer as directed; and who holds a currently effective airman's certificate as required, authorizing him to serve as a second officer; and who holds a bid as a second officer.
- (H) "Flight Engineer" means an employee who is the oc-

Section 2(H) (continued)

cupant of the third seat on three-man turbo-jet crews. who is responsible while in flight or enroute for the safe and efficient mechanical, electrical and electronic functioning and the air-worthy condition of the aircraft, irrespective of the means of propulsion, and its components (including recognition and correction of their malfunctioning) and for manipulation of its engineering controls and all related ground and flight duties as assigned and who is properly qualified to serve as such and holds such valid and currently effective certificates as are required by applicable Federal regulations and a currently effective commercial license and instrument rating. In addition, as used in this Agreement, flight engineer refers to an employee who has been awarded a bid to fill a domicile vacancy.

- (I) "Reserve Officer" means a pilot with flight engineer qualifications, who is assigned to serve as flight engineer, but who has not been awarded a bid to fill a domicile vacancy.
- "Block-to-Block" time shall mean that period of time beginning when an aircraft first moves from the ramp blocks, for the purpose of flight, and ending when the aircraft comes to a stop at the ramp blocks at the next point of landing.
- (K) "Month" or "calendar month" means the period from and including the first day of, to and including the last day of, each calendar month of the year; except January shall be considered as January I through January 30; February shall be considered as January 31 through March 1; March shall be considered as March 2 through March 31. All other months shall be normal calendar months.
- (L) "Permanent Transfer" means any transfer or combination of transfers in excess of ninety (90) days in any one period of assignment.
- (M.) "Flying Pay Purposes" means longevity, hours, mileage, gross weight and international overrides, whereever applicable, on scheduled and extra section flights and the following non-scheduled flights, namely: publicity, charters, scenic, attempts, engine carrier, rerouted flights, ferries, engine, instrument, plane and radio test flights, experimental and airway aid test flights for which pilots receive pay in accordance with pay factors outlined in this Agreement.
- (N) "Mile" means (as used in this Agreement) a statute mile of 5,280 feet.

Section 2 (continued)

(O) A pilot is on "Active Pay Status" whenever he is reeciving compensation under any sections of this Agree-

"Duty Aloft" means the entire period during which a pilot is assigned as an operating crew member of an airplane crew during block-to-block time.

(Q) "Scheduled For Duty Aloft" means the assignment of a pilot on the basis of the flight time established in the operations schedules, rather than the actual flight

"Day Flying" (Domestic) means all flying between the hours of 0500 and 1800, Standard Time, and "Night Flying" (Domestic) means all flying between the hours of 1800 and 0600. (R) "Day Flying" hours of 1800 and 0600, Standard Time. In all cases, the time of departure used herein shall be the time of block departure of the airplane. When changes in the time zone occur in flight, the time zone at the station of last take-off shall be used in computing the day and night flying time for that leg of the trip. Effective January 1, 1969, the term "standard time" shall be replaced with the term "local time."

(S) "Reserve Schedule" means a sequence of alternating periods of availability for flight duty, and periods free from duty at a pilot's domicile, to which a pilot is assigned as the result of his bid on his domicile reserve schedule preference sheet.

(T) "Re-scheduled" as used in Section 11 of this Agreement means a change in flight assignment after a pilot has reported for duty at his domicile, layover station, or crew change station.

SECTION 3 GENERAL

(A) Nothing in this Agreement shall be construed to limit or deny any pilot hereunder any rights or privileges to which he may be entitled under the provisions of the Railway Labor Act, as amended.

(B) No pilot shall be required to pay for the use of any Company equipment required by the Company for personnel training. When circumstances warrant, the Company will replace or reissue required charts and manuals without charge to the pilot.

(C) No pilot shall be required to pay a fine on any part of equipment damaged.

Section 3 (continued)

- (D) The recommendations of the Association shall be considered by the Company before making any change in the style, color, or materials of uniforms. For the purpose of this paragraph, the useful life of the current uniform is established as two years. If a pilot is required to change in less than two years of useful life, a pro rata share of the cost of the uniform will be paid by the Company. If a pilot is furloughed, he shall have the option of retaining his uniform or selling it to the Company, in which case he shall receive a pro rata share of the uniform cost.
- (E) Within sixty (60) days of signing this Agreement, the Company will provide each pilot with a copy, printed and bound in a convenient pocket-sized booklet which shall include Letters of Understanding, Amendments, or Addenda to the Agreement. Any Amendments to the Agreement completed subsequently shall be printed in similar format and distributed by the Company to each pilot for inclusion in his copy of the Agreement. within sixty (60) days of signing of such Amendments.
- (F) The Company will furnish pilot paychecks in sealed envelopes. Each pilot shall be extended the option of having his paychecks mailed to his home or another address of his choice, which shall include a bank provided the Company encounters no more discrity in effecting mailing to a bank than it would in mailing the check to the pilot's General Manager-Flying. To facilitate the mailing of a paycheck to a bank it shall be the responsibility of the individual pilot to assure that his bank will accept the format of the Company's paycheck for the purpose of deposit by mail.
- (G) At an airport where a layover of less than ten (10) hours is scheduled, an adequate rest area with reasonable accommodations shall be provided by the Company. For the purpose of this provision, reasonable accommodations shall require sufficient reclining chairs and/or liedown facilities. The Company will consult with a committee appointed by the TWA Pilots MEC for the purpose of assuring that, where existing floor space permits, such reclining chairs or liedo-n facilities are in a separate, quiet area. This provision shall not apply to through flights.
- (H) A pilot retired in accordance with the terms of this Agreement or government regulation shall receive pass privileges in accordance with the policy as found on Page 13.13.01 dated August 27, 1959, in the Company's

Section 3(H) (continued)

Management Policy and Procedure Manual (provided Federal Law permits).

Pilots will be afforded free and reduced fare trans-portation as established by Company policy on the date of signing of this Agreement which will not be changed or discontinued during the term of this Agreement without first giving the Association ninety (90) days notice of the reason therefor and affording the Association an epportunity to confer with the Company.

- (I) At the request of the Association, the Company will confer with and consider the recommendations of authorized Association representatives as to the adequacy of the parking areas and the quality of security measures at Company lots in which pilots park their automobiles at domiciles.
- (J) The Company will furnish a roster of pilot's earnings for the previous year to the Association prior to February 1st of each year for the purpose of the Associaation determining the members' annual dues.

SECTION 4 COMPENSATION

(Paragraphs A and 8 effective 1-1-69)

(A) Captains

(1) Longevity Pay

A captain shall receive longevity pay for time credited for pay purposes, as provided in (D) (1) of this Section, in accordance with his total service with the Company as a flight deck crew member, as follows:

												\$2.85	per	hour
2nd year		*					*	*				3 25	per	hour
3rd year												3.65	per.	hour
4th year												4.05	per	hour
5th year											*	4.05	Der	hour
6th year					*	*				*			per	hour
7th year											-		per	hour
8th year													per	hour
9th year												100	per	hour
10th year												2 15	per	hour
11th year 12th year			1	h	cı	c	2	f	te				per	hour

Page 10

Section 4(A) (continued)

(2) Flight Pay

In addition to longevity pay, a captain shall re-ceive flight pay for time credited for pay purposes, as provided in (D) (1) of this Section, as follows:

(a) Hourly Pay

For each hour credited under (D) (1) of this Section:

Equipment	Day	Hight
B-747	\$11.35	\$15.35
707-131	9.35	13.35
707-131B	9.35	13.35
707-331B, C and 373C	9.35	13.35
331	9.35	13.35
727	9.35	13.35
880	9.35	13.35
DC-9	9.35	13.35

For each hour credited under (D) (1) of this Section, an International captain shall receive the amounts set forth in (A) (2) (a) above on a one-half day, ene-half night basis.

(b) Mileage Pay

For each mile flown, as determined under (D) (2) of this Section, 3¢ for each such mile per calendar month.

(c) Gross Weight Pay

A captain shall be paid, in addition to other rates of compensation stipulated in this Agreement, gross weight of airplane rates in accordance with the maximum certificated gross weight of the Company's aircraft as follows: 3¢ for each 1,000 pounds of the maximum 1 certificated gross weight of the aircraft for each hour flown, beginning with zero pounds and extending to the maximum certificated gross weight of the airplane:

Weight pay example: B-707-331 302.000 pounds maximum certificated gross weight, 302 x 3¢ = \$9.06 per hour.

For the purposes of computing maximum certificated gross weight pay, the total weight figure to the nearest 1,000 pounds shall be used.

Section 4(A)(2) (continued)

(d) International Override

For each hour credited under (D) (1) of this Section for flying on International Operations, \$3.30 per hour.

(e) Established Speeds

The speeds for flight pay computation purposes shall be as follows:

Equipment																					Speed
B-747																					600 mph
B-/4/		*	*	*	*	*	*	*	*	٠	*	*		*	•	*		*			540 minh
B-707-131									*		*			,	*		*			*	540 mgh
P-707-331																					. 540 Inpn
11.707-331	R																				.340 mpn
P-707-331	C																				. 540 mpn
D.707-131	11																				. 540 mpn
CV-880													_								.340 mpn
DC 0			*		•	•		Ī													.540 mph
DC-9	*			*		*	*	*	•				7		•	•	•	Ť	-		540 mph
B-727								*								*	*	*	*	*	.540 mph
B.373C																					.540 mph

(B) First Officer und Flight Engineer

- (1) A pilot who has completed less than one (1) year of service with the Company as a flight deck crew member, shall receive a monthly salary of \$625.
- (2) A first officer who has completted one (1) year of service with the Company as a flight deck crew member, shall be paid a permentage of the total pay of a captain, as set out im (A) above, had his first officer time been performed as captain time as follows:

. 50% of 2nd year captain total pay | 60.2% of 3rd year captain total pay 2nd year 3rd year 61.2% of 4th year captain total pay 4th year 62.1% of 5th year captain total pay 5th year 63.1% of 6th year captain total pay 6th year 64.1% of 7th year captain total pay 7th year 65.1% of 8th year captain total pay 8th year 66.1% of 9th year captain total pay 9th year 67.1% of 10th year captain total pay 67.1% of 11th year captain total pay 10th year 11th year 12th year & thereafter .67.1% of 12th year captain total pay

(3) A flight engineer who has completed one (1) year of service with the Company as a flight deck crew

Section 4(B)(3) (continued)

member, shall be paid a percentage of the total pay of a captain, as set out in (A) above, had his flight engineer time been performed as captain time, as follows:

2nd	year	45%	of	2nd	Vear	enntain.		
3rd	VESE	540	-	2110	year	captain	total	pay
416	Jear	54%	01	319	year	captain	total	Day.
4000	year	34.97/	2 01	410	VOSE	cantain	total	
2017	36411		2 01	310	VESTE	Pantain		-
Otti) cal	20.176	O	old	L'Car	cantain	*	
	1001	37.0 %	01	71h	1. Car	contain	4 1	
8th	vear	50 50	- 06	Cob	,	colection	111111	1,27
Oth	,	53.576	O	etti) ear	captain	total	pay
~ 444	1001		OT	41h	1000	cont		
AULI	real	. 00.370	OL	1111111	Vene	cantain	4-4-1	
	lear	.00.370	of	11th	year	captain	total	pay
12th	year	4			•	1	.o.u.	Lay
there	eafter	.60.3%	of	12th	year	cantain	total	nav

(C) Minimum Guarantees

(1) A pilot who has completed one (1) year of service with the Company as a flight deck crew member, shall receive as a minimum guarantee for each full calendar month of service, longevity and flight pay, at his applicable rates of compensation set forth in this Agreement of:

Bid Run Holder 62:00 (1/2 day, 1/2 right)

Reserve Schedule

The guarantee of a reserve officer shall be prorated on the basis of the equipment flown during the month. The guarantee of a pilot in International Operations shall include International Override ((A) (2) (d) above), except as provided in (C) (2) below.

(2) In the event a pilot is on both the Domestic and International Operations during a month, his guarantee shall be prorated accordingly.

- (3) When a captain flies more than one type of equipment during a calendar month as a captain, his monthly guarantee shall be prorated on the basis of the ratio of hours flown on each such type of equipment to the total hours flown in the month as captain.
 - (a) Notwithstanding the above, a captain who is awarded a bid run or reserve schedule on a type or types of equipment who fulfills such

Section 6(A)(5)(g) (continued)

TABLE "B": 2:30 Per Day

Days Assnd.	Pay & Crdt.	Days Assnd.	Pay & Cret.	Days Assnd.	Pay & Crdt.	
1	2:30	11	27:30	21	52:30	
2	5:00	12	30:00	22	55:00	
3	7:30	13	32:30	23	1:30	
4	10:00	14	35:00	24	b0:6	
5	12:30	15	37:30	25	62:36	
6	15:00	16	40:00	26	65:00	
	17:30	17	42:30	27	67:30	
8	20:00	18	45:00	28	70:00	
9	22:30	19	47:30	29	72:30	
10	25:00	20	50:00	30	75:00	
				31	77:30	

TABLE "C": At Domicile (Days Actually Training During Assignment)

Days Trnd.	Pay & Crdt.	Days Trad.	Pay &	Doys Trnd.	Pay & Crut.
1	3:30	11	38:30	21	73:30
2	7:00	12	42:00	22	77:00
3	10:30	13	45:30	And S	o Forth
4	14:00	14	49:00		
5	17:30	15	52:30		
6	21:00	16	56:00		
7	. 24:30	17	59:30		
8	28:00	18	63:00		
9	31:30	19	66:30		
10	35:00	20	70:00		
_					

NOTE: See paragraph (d) above for application of Tables "B" and "C."

(6) In the event a pilot is withheld from service at his domicile for the purposes of training, he shall be entitled to 2:30 hours' training pay and/or credit per day during such period that he is not scheduled for training or flight duty. Whenever a pilot's training is delayed or interrupted and he is not scheduled for service at his domicile (or is not qualified to serve), the provisions of this paragraph shall apply. However, no such pay and credit shall be give: so as to cause a pilot's total credited hours during any given month to exceed seventy-five (75), exclusive of any excess pay and credit brought into the current month from the previous month.

Page 24

Section 6(A) (continued)

- 17) No provision of this Section shall be intended to require the Company to schedule a pilot in training so as to cause him to exceed his normal maximum monthly credited hours.
- (8) For the purpose of this Section 6, a pilot based at Newark who is required to attend training, as set forth in (Λ)(1) above, at LaGuardia or Kennedy (or a pilot based at LaGuardia or Kennedy who is required to attend such training at Newark) will be considered to have attended training at his domicile. Such pilot shall be entitled to receive appropriate tolls and automobile mileage expenses as outlined in Section 12 (A)(4).
- (9) A pilot who successfully completes a proficiency check at his home domicile, or who blocks out for such a check that is interrupted for reasons other than lack of pilot proficiency, shall receive flight pay (½ day ½ night — no credit) for actual block-to-block flight time with a minimum of two hours

·(B) Rating and Upgrading to Captain Qualifications

- (1) A pilot with five years' experience as a first officer in jet aircraft will receive the opportunity to qualify as captain on such aircraft. This program will be offered in accordance with seniority to a minimum of 40 pilots per year who qualify hereunder, including pilots earlier upgraded to captain status on piston aircraft.
 - (a) The type of training and procedures for rating and/or upgrading will be established and changed as required by the Company. The Company will notil each pilot, in writing, the starting date of the rating and/or captain qualification training.
 - (b) The Company will designate the domicile or domiciles at which upgrading training will be accomplished. Upon the completion of upgrading transition, if a pilot is unable to upgrade at his domicile, the Company will assign him to a designated upgrading domicile, where he will displace a first officer, seniority permitting. However, if more than one assignment is to be made, choices of assignments to

Section 6(B) (1) (b) (continued)

locations will be offered in order of seniority of those to be assigned. A pilot so assigned for upgrading must, within ten (10) days following completion of upgrading, fulfill any bid held in abeyance according to (B)(1)(i) of this Section or if unable because of seniority, he must revert to his former domicile and displace in accordance with Section 19 or exercise his bidding preogatives in accordance with Section 19. The vacancy which he leaves at his temporary domicile will be restricted to qualified bidders at the domicile before being awarded to a system bidder.

(c) Upon completion of upgrading transition, a pilot will, if he so requests, he permitted up to ninety (90) days line familiarization prior to the line check instruction portion of upgrading training. An upgrading pilot who is a bid run holder will accomplish such line familiarization time on his bid run.

In order to afford an upgrading pilot, who is not a bid run holder, every opportunity to fly up to sixty-three hours and torty-five minutes (63:45) per month during such line familiarization period, he shall be treated as "first-out reserve" at his domicile. When such upgrading pilot begins the line check/instruction portion of upgrading training, he shall displace the least senior first officer bid run holder at the domicile for the period he is receiving line check/instruction. For the duration of such line check/instruction period, the temporarily displaced first officer bid run holder may, at his option, elect to be treated as "first-out reser and by this means be afforded every oppotunity to accumulate up to seventy-five (75) hours pay and credit per month.

During periods of line familiarization and/or required line check/instruction periods of upgrading training, sufficient suitable first officer time from domicile run selections may be assigned to an upgrading pilot each month as is necessary to accomplish upgrading line familiarization, line check and instruction flights. Such assignments shall not result in a reduc-

Section 6(B)(1)(c) (continued)

tion in the number of bid run holders at the domicile.

(d) Once a pilot is given notice that he is to start upgrading, such upgrading program will start and continue as scheduled to final determination, consistent with the reasonable requirements of the operation of the airline and paragraph (g) below.

(e) Except as provided in (g) below, from the time an upgrading pilot who has completed one (1) year of service with the Company as a flight deck crew member, starts in ground school and until he completes his line checking, ht shall be paid on the basis of hoursy pay rates as established in (A)(2) of this Section. An upgrading pilot will be guaranteed seventy-five (75) hours of such pay on a monthly basis.

(f) Except as provided in (g) below, if a pilot is assigned to an upgrading domicile which is in a different geographical area from that of his bid domicile, he shall be paid expenses under Section 12 (A)(3) during such time as he is away from his bid domicile. Provided further that a new domicile bid obtained in accordance with (i) below will not entitle the pilot to expenses while such bid is being held in abeyance.

(g) In the event a pilot's upgrading process is interrupted, including periods of line familiarization such as are provided in (B)(1)(c) of this Section, pay under(e) above and expenses under (f) above, where being paid, shall terminate. During such period, a pilot shall be paid only under a ction 4 or 5 (Compensation and Miscellaneous Pay) for the service performed, and expenses under Section 12 (A)(1) while engaged in operations away from his temporary or permanent domicile. If the interruption is not for additional familiarization, the pilot may return to his regular bid domicile for such period, except that this does not apply when waiting for appropriate check rides. In the event such interruption occurs at a point in time subsequent to the commencement of the simulator portion of such training program and such interruption

ection 6(B)(1)(g) (continued)

is of a duration of not more than seven (7) days, a pilot experiencing such interruption shall not be utilized in his former status unless there is no reserve pilot in such former status at his domicile whe is available to fly.

- (h) If a first officer is displaced by an upgrading first officer in accordance with (B)(1)(b) above, he will have the regular prerogatives, as set forth in Section 19, which are extended to displaced first officers.
- (i) If a pilot who has been notified of upgrading training as provided in (B)(1)(a) above is a successful bidder for a vacancy at a new domicile, he will be permitted to fly out of such domicile during upgrading training only if the Company determines that sufficient and satisfactory time exists there; otherwise, the bid will be held in abeyance.
- (j) When a pilot is assigned to another domicile for upgrading, his regular flying time at his bid domicile will be handled in accordance with Section 19.
- (k) All route qualifications not obtained simultaneously with upgrading Tring will be paid for in accordance with 1)(1)(f) of this Section.
- (1) When a pilot fails to qualify as captain in his proper turn or when a pilot fails to qualify for an Airline Transport Pilot Certificate with equipment rating, his case shall be handled as the circumstances indicate, subject to Section

(C) Upgrading to First Officer Qualifications

Seniority and the qualifications required by the Company for employment as a pilot (subsequent to September 1963) will govern the filling of all first officer and second efficer vacancies which are not filled by pilots in the employ of the Company as pilots where such vacancies occur, subject to Section 19 (E)(2).

The Company will maintain a program for the training

of flight engineers as first officers.

Page 28

(1) The type of training and procedures therein will be established and changed as required by the Company

Section 6(C) (continued)

- (2) A flight engineer will be assigned to first officer training in order of system seniority, based upon the equipment he is presently flying. Except that:
 - (a) A flight engineer may indicate on a form provided by the Company, the equipment upon which he desires to upgrade to first officer, (if other than the equipment he is presently flying) and the Company may assign such flight engineer to the desired equipment training, in system seniority.
 - (b) In the event that a domicile h s a type of equipment upon which no fight engineer is currently flying, or upon which no flight engineer has expressed a desire to upgrade, the Company may assign the most senior flight engineer in that domicile not trained, or scheduled for first officer training in accordance with the foregoing.
- (3) The Company will notify each flight engineer of his assignment to such training in writing. A flight engineer so notified of his assignment to training in accordance with his seniority shall accept such training which will start and continue as scheduled to final determination.
- (4) Except as provided in (5) below, from the time a flight engineer who has completed one (1) year of service with the Company starts in first officer ground school and until he completes his required line check(s), and is designated to serve as a qualified first officer he shall be paid on the basis of hourly pay rates established in (A)(2) of this Section. A flight engineer in training under this Section will be guaranteed seventy-five (75) hours of such pay on a monthly basis. A flight engineer with less than one (1) year of service with the Company will receive his monthly salary.
- (5) In the event a flight engineer's training as a first officer is interrupted, such individual may be required to resume his regular duties as a flight engineer and pay under (4) above shall terminate. During such period, a flight engineer shall be paid for services performed. In the event such interruption occurs at a point in time subsequent to commencement of the simulator portion of such training program and such interruption is of a duration of not more than seven (7) days, a pilot

Section 6(C)(5) (continued)

experiencing such interruption shall not be utilized in his former status unless there is no reserve pilot in such former status at his domicile who is available to fly.

(6) When a flight engineer fails to qualify as first officer in his proper turn as outlined above, his case shall be handled as the circumstances indicate, subject to Section 21.

(D) Flight Simulators

Page 30

- (1) The provisions of this paragraph (D) shall apply to all Company required time in flight simulators and all briefing in connection therewith; provided, however, the provisions of this Section 6 (D) shall not apply to time in flight simulators in connection with paragraphs (B) and (C) of this Section.
- (2) Effort shall be made to post flight simulator schedules in connection with semi-annual proficiency training prior to the beginning of each month.
- (3) Pilots will not be required to take flight simulator training between the hours of 2400 and 0500 including any briefing time.
- (4) No pilot shall be scheduled for or required to receive more than four (4) hours in the flight simulator in any calendar day and no single flight simulator period shall last longer than two (2) hours, except that a jet non-stop flight may be simulated for a total non-stop flight time not to exceed four (4) hours provided that a pilot will be allowed to leave the simulator cockpit as is necessary during such simulated non-stop flights as is presently permitted on actual routine flights. There shall be a rest period of at least one-half (½) hour between flight simulator periods.
- (5) A pilot assigned to flight simulator training shall receive adequate rest before starting his flight simulator training and before being returned to regular flight duty.
- (6) A pilot shall be permitted to complete any briefing given in connection with the flight simulator before undertaking such training.
- (7) A pilot taking flight simulator training shall be shown a copy of the instructor's or check pilot's report on his training, if he so requests.

Section 6(D) (continued)

- (8) Proficiency checks in the flight simulator shall be subject to the following:
 - (a) If a pilot's performance on a proficiency check in the flight simulator is considered to be unsatisfactory, he shall have the opportunity of taking a proficiency check without prejudice in an aircraft of the series he is currently flying.
 - (b) No maneuvers will be given during proficiency check that are not required by the then current FAA approved proficiency check form for Trans World Airlines, Inc.
 - (c) Adequate time for a pilot to adapt himself to the particular flying characteristics of the flight simulator shall be given before a proficiency check is given in a flight simulator.
 - (d) Proficiency checks in a flight simulator shall be given as nearly as possible as an extension of flight simulator training, if such training is required, and shall not be given prior to such training.

(E) Qualification on Equipment

- (1) If a pilot's seniority in his status at his domicile entitles him to hold a bid rur or reserve schedule on equipment, upon which he is not qualified, and for which he has expressed preference as provided in (E)(4) below, the Company will provide him an opportunity to qualify on such equipment in accordance with (E)(4)(a) below.
- (2) Order of assignment to equipment qualification training.
 - (a) When new or different equipment is to be flown by a domicile for which sufficient qualification training has not been accomplished, the following will apply:

The Company will determine the number of pilots in each status at the domicile to be trained and the times when such training classes shall be scheduled. Prior to the beginning of each training program for pilots from the domicile, the Company will request the preferences of all pilots in each status at the domicile, in order of seniority, for training on whichever type or types that are to be operated

SECTION 21

GRIEVANCE PROCEDURE

(A) Discipline and Discharge

- (1) A pilot shall not be disciplined or dismissed from the Company without notification in writing as to any such action, and such pilot shall not be disciplined or dismissed without an investigation and heating, provided that the pilot makes written request to the TWA Flight Operations Department, 605 Third Avenue, New York, New York, for an investigation and hearing within ten (10) days after receiving such notification.
- (2) Nothing in this Section shall be construed to prevent the Company from holding a pilot out of service prior to written notification of charges preferred against him, and such written notification stipulated in Paragraph (A)(1) of this Section shall be furnished the pilox with expeditiousness not exceeding ten (10) days.
- (3) Such investigation and hearing shall be held by an operating official of the Company designated by the Company for that purpose and shall be held within ten (10) days after the Company receives the written notification from the pilot for an investigation and hearing as saipulated in Paragraph (A)(1) of this Section.
- (4) Prior to such investigation and hearing, the Company shall furnish such pilott a copy of the precise charge or charges against him. Upon written request, the pilot shall be gramted a postponement of the investigation and hearing, not in excess of ten (10) days, in which to prepare and to secure the presence of witnesses and shall have the right to be represented by an employee of the Company of his choice or by his duly accredited representative or representatives.
- (5) Within ten (10) days after the close of such investigation and hearing, the Company shall announce its decision in writing and small furnish the pilot, or his duly accredited representative, a copy thereof. If a pilot requests in writing, such copy will be sent by certified mail to his home address.

(B) Other Grievances

Any pilot or group of pilots coværed by this Agreement who have a grievance concerning any action of the

Tage 104

Section 21 (B) (continued)

Company affecting them, except matters involving discipline or dismissal shall have such grievance considered in accordance with the following procedure:

- (1) Grievances under this paragraph (B) must be filed within forty-five (45) days after the pilot(s) has, or reasonably would have had knowledge of the matter giving rise to the grievance. When a group of pilots has a grievance, they shall select a representative to act in their behalf.
- (2) A written request for discussion setting forth a statement of the facts out of which such grievance arose and the provision or provisions of the Agreement, if any, upon which the grievance is based shall be filed with the pilot(s) GM-F with copies to the Staff Vice President-Flying and ALPA Legal Department, 122 East 42nd Street, New York, N. Y.
- (3) Within ten (10) days after receipt of the request for discussion outlined above, the Company will conduct such discussion, and within ten (10) days from the receipt of the previously mentioned request or within six (6) days after such discussion was held, whichever is later, the GM-F shall issue his written decision concerning the matter to the pilots.

(C) Appeal

If the decision under paragraph (A) (5) or (B) (3) is unsatisfactory, appeal by the pilot(s), if made, shall be to the Trans World Airlines Pilots' System Board of Adjustment as provided in Section 21-A, provided such appeal is made within thirty (30) days from the date of receipt by the pilot(s), or his duly accredited representative or representatives, of the decision of the Company with the exception that pilots serving as flight engineers who desire to make an appeal under this paragraph shall make such an appeal to the Trans World Airlines Flight Engineers' System Board of Adjustment, as provided for in Section 21-A of this Agreement, provided such appeal is made within thirty (30) days from the date of receipt, by the pilot or his duly accredited representative, of the hearing decision by the Company. This limited right of appeal to the Flight Engineers' Board shall apply only to grievances involving discipline and dismissal which affect pilots serving as flight engineers and further it is intended that this right of appeal

Section 21(C) (continued)

shall exist only for the duration of this Agreement and shall expire when this Agreement expires.

All submissions to these System Boards of Adjustment shall be made in conformity with paragraph (H) of Section 21-A.

(D) General

- (1) If any decision made by the Company under the provisions of this Section is not appealed by the pilot affected within the time limit prescribed herein for such appeal, the decision of the Company shall become final and binding. Time limits provided in this Section 21 may be extended by agreement in writing.
- (2) Subject to space being available, witnesses and representatives who are employees of the Company shall receive free transportation over the lines of the Company from the point of duty to the point of discussion or hearing, as the case may be, and return.
- (3) Notification in writing required hereunder shall be accomplished through the use of Certified Mail with Return Receipts.
- (4) Nothing in this Agreement shall extend the right of investigation and hearing to a pilot during his first twelve months of service.
- (5) If, as a result of any hearing or appeal therefrom as provided herein, a pilot is exonerated, he shall, if he has been held out of service, be reinstated without loss of seniority and shall be paid for such time lost in an amount which he would have ordinarily earned had he been continued in service during such period.
- (6) If, as a result of any hearing or appeal therefrom as provided herein, the pilot shall be exonerated, the personnel record shall be cleared of the charges.
- (7) When it is mutually agreed that a stenographic report is to be taken of the investigation and hearing in whole or in part, the cost will be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of the proceedings shall be taken, any written record available taken of such investigation and hearing made by either of the pattern to the dispute shall

Page 106

Section 21 (D) (7) (continued)

be furnished to the other party to the dispute upon request, provided that the cost of such written record so requested shall be borne equally by both parties to the dispute.

(8) The hearing or discussion, as the case may be, will be held at the aggriced pilnt's home domicile, unless otherwise agreed to by such pilot and the Company.

SECTION 21-A

SYSTEM BOARD OF ADJUSTMENT

- (A) The term "Company" as used in this Section shall be construed to mean Trans World Airlines, Inc. The term "Association" as used in this Section shall be construed to mean Air Line Pilots Association, International.
- (B) (1) In compliance with Section 204. Title II. of the Railway Labor Act, as armended, there is hereby established a Pilots' System Board of Adjustment I for the purpose of adjusting and deciding disputes which may arise under the iterms of this Agreement and which are properly submitted to it, which Board shall be known as "Trans World Airlines Pilots' System Board of Adjustment", herein referred to as the "Pilot Board!".
 - (2) In further compliance with Section 204. Title II, of the Railway Labor Actt, as amended, there is further established a System Board of Adjustment for the limited purpose of adjusting and deciding disputes involving discipline and dismissal which may arise under the terms of this agreement and which are properly submitted to it affecting pilots serving as flight engineers, which Board shall, be known as "Trans World Airllines Pilot/Flight Engineers' System Board of Adjustment", herein referred to as the "Flight Engineers' Board".
 - (3) Hereafter all references to a single System Board contained in the remainderr of this Agreement should be construed in the pilur.
- (C) The Board shall consist of four (40) members, two (2) of whom shall be selected and appointed by the Association and two (2) by the Company, and such appointees shall be known as "Adjustment Bloard Members".
- (D) The four (4) members shall serve ffor one (1) year from date of their appointment or until the successors have been duly appointed. The terms of o a for the Board members shall be staggered so that only one (1) term expires in each calendar quarter (a Coupany member's term expiring in the first quarter, an Association member's term expiring in the second calendar quarter, and so forth). Vacancies in the membership of the Board shall be filled in the same manner as is provided herein for the selection and appointment of the original members of the Board.

Page 108

Section 21-A (continued)

- (E) (1) The Pilot Board shall have jurisdiction over disputes between any employee covered by this Agreement and the Company, growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions covered by existing agreements between the parties hereto, nor shall it extend to grievances involving discipline or dismissal which affect employees serving as flight engineers under this Agreement.
 - (2) The Flight Engineers' Board shall have jurisdiction over disputes between any employee serving as a flight engineer covered by this Agreement and the Company growing out of grievances involving discipline and dismissal which affect such an employee. The jurisdiction of this Board shall not extend to any matters other than the above mentioned discipline and dismissal for shall it in such matters extend to proposed langes in hours of employment, rates of compensation, or working conditions covered by existing agreements between the parties hereto.
- (F) The Board shall consider any dispute properly submitted to it by the President of the Association or by the Staff Vice President-Flying of the Company when such dispute has not been previously settled in accordance with the terms provided for in this Agreement.
- (G) Appointments of members of the Board shall be made by the respective parties within thirty (30) days from the date of the signing of this Agreement and said appointees shall meet in the City of New York. New York, within forty-five (45) days from the date of the signing of this Agreement, and shall organize and select a Chairman and a Vice Chairman, both of whom shall be members of the Board. The term of the office of Chairman and Vice Chairman shall be one (1) year. Thereafter the Board shall designate one of its members to act as Chairman and one to act as Vice Chairman for one (1) year terms. Each officer so selected shall serve for one (1) year or until his successor has been duly selected.

The office of Chairman shall be filled and held alternately by an Association member of the Board and by

Section 21-A (G) (continued)

a Company member of the Board. When an Association member is Chairman a Company member shall be Vice Chairman, and vice see a. The Chairman or, in his absence the Vice V is aan, shall preside at meetings of the Board and at nearings and shall have a vote in connection with all actions taken by the Board.

After the organization meeting referred to herein, the Pilot Board shall thereafter meet in the city where the I general offices of Trans World Airlines, Inc., are maintained (unless a different place of meeting is agreed upon by the Board) during the third week in September and the first week in March of each year, provided that at such times there are cases filed with the Board for consideration, and shall continue in session until all matters before it have been considered, unless other-wise mutually agreed upon. The Flight Engineers' Board shall meet under the same conditions established above during the second week in October and the second week in April.

- (H) All disputes properly referred to the Board for consideration shall be addressed to the Chairman with a copy to the Senior Director, Labor Relations and a copy to the Director, Flight Crew Contracts Administration. Five (5) copies of each petition, including all papers and exhibits in connection therewith, shall be forwarded to the Chairman, who shall promptly transmit one (1) copy thereof to each member of the Board. Each case submitted shall show:
 - (1) Question or questions at issue.
 - (2) Statement of facts out of which the dispute arose and the particular provision or provisions of the Agreement, if any, alleged to have been violated.
 - (3) Position of employees or employees.
 - (4) Position of Company.

When possible, joint submissions should be made, but if the parties are unable to coree upon a joint submission then either party may submit the dispute and its position to the Board with copy to the Company and the date of posting of such copy will be the s afficient date for purposes of the thirty (30) day per od provided in Section 21 (C) of this Agrangent.

No matter shall be considered by the Board which has not first been handled in accordance with the provisions of Section 21 of this Agreement; provided that by agree-

Section 21-A(H) (continued)

ment of the parties, matters may be submitted directly to the Board.

- (I) Upon receipt of notice of the submission of a dispute, the Chairman shall set a date for hearing, which shall be at the time of the next regular meeting of the Board, or, if at least two (2) members of the Board consider the matter of sufficient urgency and importance, then at such earlier date and at such place as the Chairman and Vice Chairman shall agree upon, but not more than fifteen (15) days after such request for meeting is made by at least two (2) of said members, and the Chairman shall give the necessary notices in writing of such meeting to the Board members and to the parties to the dispute.
- (J) Employees covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing or both.

On request of individual members of the Board, the Board may, by a majority vote, or shall at the request of either the Association representatives or the Company representatives thereon, summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute, or by either party, or by the Board itself, or by either group of representatives constituting the Board.

The number of witnesses summoned at any one time shall not be greater than the number which can be spared from the operation without interference with the services of the Company.

- (K) A majority vote of all members of the Board shall be competent to make a decision.
- .) Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties hereto.
- (M) In the event of a decision of deadlock in any case properly referred to the Board of Adjustment, the Board shall promptly notify the parties to the case of such deadlock decision, including the date thereof, and the members of the Board shall then notify the parties that the services of a fifth member of the Board are desired. The fifth member of the Board (referce) will be selected by one of the following methods:

Section 21-A (M) (continued)

- (1) Within ten (10) days after the proper notification, the members of the Board will select a referee from a panel of five (5) potential referees which will be set up by mutual agreement between the parties hereto at as early a date as practicable after the signing of this Agreement. Changes in said panel may be made by mutual agreement of the parties hereto.
- (2) Within ten (10) days after proper notification the Company and Association representatives shall meet to select a referee by mutual agreement and if agreement is reached shall advise the members of the Board of the name and address of the referee.

Within thirty (30) days after proper notification if no agreement on the selection of the referee can be reached by either method, (1) or (2) above, the Company or the Association may petition the 1 tional Mediation Board for the appointment of a referee.

When the fifth member is selected, the Board shall, within twenty (20) days, arrange for a hearing of the dispute by the Board, including the presentation of such witnesses and evidence as the five-member Board shall in its discretion permit. A decision of a majority of the Board sitting with the fifth member shall be final and binding upon the parties thereto. Such decision shall be rendered within ten (10) days after the close of the hearing.

If neither the Company nor the Association serves notice that the services of a referee are desired, as above provided, within thirty (30) days after either party is eligible to do so, the Board shall have no further jurisdiction in that case and the controversy shall be considered as withdrawn.

The time limits specified in this paragraph (M) may be extended by mutual agreement between the parties to this Agreement in writing.

(N) Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the employees or to the employer, or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended, and the failure to decide a dispute under the procedure established herein shall not, therefore, serve to foreclose any subsequent rights which such law may afford or which may be established by Section 21-A(N) (continued)

the National Mediation Board by orders issued under such law with respect to disputes which are not decided under the procedure established herein.

- (O) The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions ande by it. The foregoing "complete record" does not necessarily include stenographic transcripts of all testimony of witnesses who appear before the Board.
- (P) Each of the parties hereto will assume the compensation, travel expense, and other expenses of the Boar I members selected by it. The reasonable expenses and compensation of referees appointed in accordance with paragraph (M) above, will be borne equally by the parties hereto.
- (Q) Each of the parties hereto will assume the compensation, travel expense, and other expenses of the witnesses called or summoned by it. So far as space is available, witnesses who are employees of the Company shall receive free transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law.
- (R) The Chairman and the Vice Chairman, acting jointly shall have the authority to incur such other expenses as, in their judgment, may be deemed necessary for the proposed and the borne one-half by each of the parties have small be borne one-half by each of the parties have small be granted necessary leaves of absence for the performance of their duties as Board members. So far as space is available, Board members who are employees of the Company shall be furnished free transportation over the lines of the Company for the purpose of attending meetings of the Board, to the extent permitted by law.
- (S) It is understood and agreed that each and every Board member shall be free to discharge his duty in an independent manner, without fear that his individual relations with the Company or with the employees may be affected in any manner by any action taken by him in good faith in his capacity as a Board member.

Page 112

SECTION 26

AGREEMENT PRECEDENCE

This Agreement shall supersede and take precedence over all Agreements, Supplemental Agreements, Amendments, Letters of Understanding. Arbitration Awards, and similar related documents executed between the Company and the Association prior to the signing of this Agreement with the exception of the Turbine Memorandum of Understanding dated May 22, 1959; Letter of Agreement signed April 15, 1957, covering certain assumption of liability by the Company; Agreement effective December 6, 1956, pertaining to guarantees and benefits for operations in certain areas: the crew complement Memorandum of Understanding dated September 25, 1962, including the appendix thereto; Letter of Agreement relating to DC-9 aircraft dated January 8, 1965; Letter from K. L. Meinen to Wayne L. Haggard dated December 10, 1964; and a Letter from D. J. Crombie to Charles Ruby and R. W. Van Etten relating to MCI Pilots, dated January 27, 1967; provided that all rights and obligations, monetary or otherwise, curtained therein and which may have accrued prior to the effective date of this Agreement under said Agreements, Supplemental Agreements. Amendments, Letters of Understanding, Arbitration Awards, and similar related documents, for the pilots of the Company shall engain in effect until satisfied or discharged in accordance with the terms thereof.

SECTION 27

PRIOR RIGHTS

The parties to this Agreement hereby represent and specifically agree that nothing in this Agreement is intended in any way, to diminish or to increase, to any extent, either the pre-existing job rights or qualifications, of any Flight Engineer listed in Appendix A and A-1 of the Crew Complement Agreement of September 25, 1962.

SECTION 28

EFFECTIVE DATES AND DURATION

Except as otherwise provided in this Agreement, the provisions thereof shall become effective on March 1, 1968, (except that the minimum pay and credit in Section 5 (I) shall be effective for Flight Engineers on May 1, 1968; Section 6 (A)(5)(d) shall be effective May 1, 1968; the seventy-five

Page 126

Section 28 (continued)

(75) hour guarantee in Section 6 (B)(1)(e) shall be effective on May 1, 1968; Section 6 (C)(1) through (4) shall be effective May 1, 1968; Section 6 (E)(4)(d) shall be effective June 1. 1968; Section 6 (F)(2)(d) shall be effective May 1, 1968; the last paragraph of Section 6 (F)(2)(c) shall be effective May 1, 1968: Section 9 (D) shall be effective May 1, 1968; Section 10 (C)(2) shall be effective May 1, 1968; Section 10 (C)(3) shall be effective July 1, 1968; Section 10 (D) shall be effective on date of signing; Section 11 (C)(2)(e) and (f) shall be effective July 1, 1968; Section 11 (C)(2)(g) shall be effective June 1, 1968; Section 15 (D) shall be effective on date of signing: Section 15 shall be effective only to those Flight Engineers going off on sick leave on or after date of signing; Section 19 (G)(1) shall be effective on date of signing; Section 19 (G)(2)(d) shall be effective on date of signing), and the entire Agreement shall remain in full force and effect until November 30, 1969, and shall renew itself without change, for yearly periods thereafter, unless written notice of intended changes is served in accordance with Section 6. Title I of the Railway Labor Act, as amended, by either party hereto at least sixty (60) days prior to November 30, 1969 or a subsequent anniversary of such date, except that each party specifically waives the right under Section 6 of the Act to serve a demand which would change the rates of pay of the Boeing 747 aircraft effective any time prior to January 1, 1971.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 13th day of May, 1968.

> For TRANS WORLD AIRLINES, INC. /s/ D. J. Crombie

WITNESS:

/s/ W. E. Malarkey /s/ L. A. Girard

> For THE AIR LINE PILOTS ASSOCIA-TION, INTERNATIONAL

WITNESS:

/s/ John F. Nevins

/s/ Wayne L. Haggard /s/ Jim H. Vallee

/s/ R. W. Baker

/s/ Albert Mundo

/s/ James M. Jones /s/ James R. Murphy

JOINT EXHIBIT 10

Contract Boolket containing TWA-ALPA Collective Bargaining Agreement dated January 23, 1970.

Designated Pages

Cover Page, pp. 2-6, 12-14, 33-40, 137-148, 164-168



JANUARY 23, 1970

TABLE OF CONTENTS

Section	Page
1 Recognition	4
2 Definitions	5
3 General	9
4 Compensation	12
5 Miscellaneous Pay Rules	20
6 Training and Route Qualifications	25
7 Foreign Service Pay	53
8 Overseas Benefits	54
9 Deadhead Time	56
10 Scheduling of Pilots	58
11 Hours of Service	79
12 Trip and Training Expenses	93
13 Moving Expenses	. 9/
14 Vacations	101
15 Sick Leave With Pay	
16 Internment, Prisoner, or Hostage of War Benefits	109
17 Seniority	111
18 Leaves of Absence	115
19 Vacancies and Displacements	. 119
20 Furlough and Employment Protection	. 134
21 Grievance Procedure	. 37
21-A System Board of Adjustment	
	. 149
Physical Examinations	. 152
	. 159
	. 164
[2019][2019] [2019][2019] [2019][2019] [201	. 166
	. 167
28 Effective Dates and Duration	

TABLE OF CONTENTS

Letter:	s of Agreement Civil Reserve Air Fleet Agreement	 Page 169
Page 2		

1	Crew Complement Letter
111	MAC Letter of Agreement
IV	DC-9 Memo of Understan
V	Disability/Physical Stand
VI	Letter of Amendment to
11	Agreement
VII	MAC Pacific Operations
VIII	MCI Test Pilot Letter
ıx	Bangkok-Hong Kong-Tai Disability Benefits
x	International Relief Offic
ΧI	Letter of Intent re Section
XII	ALPA Flight Pay Loss (!
XIII	Letter of Intent re Balan
App	Scheduling Policy - Inter Scheduling Policy - Don

NOTE: Vertical black lines in m previous Agreement; ar

	11	Crew Complement Letter	175
Page	III	MAC Letter of Agreement	183
 4	IV	DC-9 Memo of Understanding	186
 5	v	Disability/Physical Standards Letter of Agreement	188
 9	VI	Letter of Amendment to Crew Complement	
 12		Agreement	189
 20	VII	MAC Pacific Operations Letter of Agreement	190
 25	VIII	MCI Test Pilot Letter	194
 53	IX	Bangkok-Hong Kong-Taipei Insurance and	
 54		Disability Benefits	197
 56	X	International Relief Officer Letter	198
 58	XI	Letter of Inte e Section 6 (C) (6)	202
79	XII	ALPA Flight Lay Loss (Move-Up) Letter	203
 93	XIII	Letter of Intent re Balancing	204
97	Appe	endix A:	206
101		Scheduling Policy - International Domiciles	220
106		Scheduling Policy - Domestic Domiciles	220
109	NOT	E: Vertical black lines in margin indicate changes from	
111		previous Agreement; arrows indicate deletions.	
115			
119			
134			
137			
142			
149	1		
152	•		
153			
159			
164			
166	1		
167	1		
Page			
169	1	,	

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between TRANS WORLD AIRLINES, INC., hereinafter known as the "Company", and the AIR LINE PILOTS in the service of TRANS WORLD AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL, hereinafter known as the "Association".

In making this Agreement, the parties hereto recognize that compliance with the terms of the Agreement and the development of a spirit of cooperation is essential for mutual benefit and for the intent and purpose of this Agreement.

It is hereby mutually agreed:

SECTION 1 RECOGNITION

The Air Line Pilots Association, International, has furnished to the Company proof that a majority of the air line pilots employed by the Company have designated the Association to represent them and in their behalf negotiate and conclude an agreement with the Company as to hours of labor, wages, and other employment conditions covering the pilots in the employ of the Company in accordance with the provisions of the Railway Labor Act, as amended.

Further, the said Association has been duly certified by the National Mediation Board in Case No. R-3982, dated March 19, 1968, as the designated and authorized representative, for the purposes of the Railway Labor Act, as amended, of those employees of Trans World Airlines, Inc., known as flight engineers and student flight engineers undergoing training on a full-time basis.

SECTIC

- As used in this Agreement, ex

 (A) "Pilot" means Captain,
 ficer, Reserve First Of
 Officer, Flight Enginee
 herein defined.
- (B) "Captain" means the result the aircraft and its crew who is responsible for manipulates, the controway, including take-off and who is properly que currently elective airchim to serve as such a tain.
 - (C) "Reserve Captain" modifications who may be tain, but who does not
 - (D) "First Officer" mea command on a flight relieve the captain ir trols and in the navig der way, including ta craft; who is properly a currently effective ing him to serve as bid as a first officer tional Operations, o officer's qualificati effective Airline Traing on the type turk as first officer.
 - (E) "Reserve First Of with first officer q nated to serve as hold a bid as a first

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SECTION 2 DEFINITIONS

- d in this Agreement, except as otherwise provided:
 Polot" means Captain, Reserve Captain, First Officer Reserve First Officer, International Relief Officer, Flight Engineer, and Reserve Officer, as herein defined.
- (B) "Captain" means the pilot who is in command of the aircraft and its crew members while on duty and who is responsible for the manipulation of, or who manipulates, the controls of the aircraft while under way, including take-off and landing of such aircraft, and who is properly qualified to serve as and holds a currently effective airman's certificate authorizing him to serve as such and who holds a bid as a captain.
- (C) "Reserve Captain" means a pilot with captain qualifications who may be designated to serve as captain, but who does not hold a bid as a captain.
- (D) "First Officer" means a pilot who is second in command on a flight whose duties are to assist or relieve the captain in the manipulation of the controls and in the navigation of the aircraft while under way, including take-off and landing of such aircraft; who is properly qualified to serve as and holds a currently effective airman's certificate authorizing him to serve as a first officer; and who holds a bid as a first officer. For the Company's International Operations, on turbo-jet aircraft only, a first officer's qualifications shall include a currently effective Airline Transport Pilot certificate and rating on the type turbo-jet aircraft in which he serves as first officer.
 - (b) "Reserve First Officer" means a flight engineer with first officer qualifications who may be designated to serve as a first officer but who does not hold a bid as a first officer.

Section 2 (continued)

- (F) "International Relief Officer" means a pilot who is third in command on a flight on which an international relief officer is required and who is to perform the duties of international relief officer as specified, and assist the captain, first officer and flight engineer as directed; and who holds currently effective airman's certificates as required, authorizing him to serve as an international relief officer; and who holds a bid as an international relief officer.
- (G) "Flight Engineer" means an employee who is the occupant of the third seat on three-man turbo-jet crews, who is responsible while in flight or enroute for the safe and efficient mechanical, electrical and electronic functioning and the air-worthy condition of the aircrast, irrespective of the means of propulsion, and its components (including recognition and correction of their malfunctioning) and for manipulation of its engineering controls and all related ground and flight duties as assigned and who is properly qualified to serve as such and holds such valid and currently effective certificates as are required by applicable Federal regulations and a currently effective comprercial license and instrument rating. In addition, as used in this Agreement, flight engineer refers to an employee who has been awarded a bid to fill a domicile vacancy.
- (H) "Reserve Officer" means a pilot with flight engineer qualifications, who is assigned to serve as flight engineer, but who has not been awarded a bid to fill a domicile vacancy.
- (I) "Block-to-Block" time shall mean that per o of time beginning when an aircraft first moves from the ramp blocks, for the purpose of flight, and ending when the aircraft comes to a stop at the ramp blocks at the next point of landing.
- (J) Consistent with FAR limitations, "month" or "calendar month" as used in this Agreement shall mean the following inclusive periods:

Section 2 (J) (continued)

January	30 days	1-30 J
February	30 days	Janua (lear
March	30 days	(lear 2-31 ?
April	31 days	April
May	30 days	2-311
June	30 days	1-30
July	31 days	1-31.
August	31 days	1-31
September	30 days	1-30
October	30 days	1-30
	31 days	Octo
November December	31 days	1-31

- (K) "Permanent Transfer" means bination of transfers in excess any one period of assignment.
- (L) "Flying Pay Purposes" me mileage, gross weight and ir wherever applicable, on schec flights and the following I namely: publicity, charters, se carrier, rerouted flights, ferriplane and radio test flights, way aid test flights for whice accordance with pay factors ment.
- (M) "Mile" means (as used in thi mile of 5,280 feet.
- (N) A pilot is on "Active Pay : receiving compensation und Agreement except Section 14
- (O) "Duty Aloft" means the ent a pilot is assigned as an ope an airplane crew during bloc
- (P) "Scheduled For Duty Aloft of a pilot on the basis of the in the operations schedules flight time.

SECTION 4 COMPENSATION

(Paragraphs A and B effective 1-1-69)

(A) Captains

(1) Longevity Pay

A captain shall receive long ty pay for time credited for pay purposes, as provided in (D) (1) of this Section, in accordance with his total service with the Company as a flight deck crew member, as follows:

2nd year																								5	2.85	per hour
2nd year 3rd year														•		•	•	•	*	•	•	•		_	3 25	per hour
3rd year													•	*	•	•		•	•		•	•	•		3 65	per hour
4th year															*	*	*		.*		•					per hour
5th year														*				*	*		*					per hour
6th year																		*		*				•	4.45	per hour
7th year																									5 25	per hour
8th year																							•		5 65	per hour
0th year																							•	*	6.05	per hour
16th year																						*	•			per hour
																									6.4	per hour
12th year	1	&	. 1	h	10	1	e	a	ft	e	r														6.8	5 per hour

(2) Flight Pay

In addition to longevity pay, a captain shall receive flight pay for time credited for pay purposes, as provided in (D) (1) of this Section, as follows:

(a) Hourly Pay

For each hour credited under (D) (1) of this Section:

	Day	Night
Equipment	\$11.35	\$15.35
B-747	 9 35	13.35
707 All Madele	 	
man All Madale	 . 7.33	
000	 . 7.33	
DC 0	 . 9.33	13.33
DC-9	111	-f +hic

For each hour credited under (D) (1) of this Section, an International captain shall receive the amounts set forth in (A) (2) (a) above on a one-half day, one-half night basis.

Section 4 (A) (2) (continued

- (b) Mileage Pay
 For each mi
 (D) (2) of t
 mile per cale
- A captain other rates this Agreer rates in ac certificated ny's aircraf pounds of tweight of the beginning to the max of the airpl

Weigh 302,0 ed gra hour.

For the present fix weight fix shall be u of all DC at the gre

- (d) Internation

 For each this Sec Operation
- (e) Establish
 The spe
 purpose

B-747 ... B-707 Al CV-880 DC-9 ... B-727 Al

Section 4 (A) (2) (continued)

(b) Mileage Pay

For each mile flown, as determined under (D) (2) of this Section, 3¢ for each such mile per calendar nonth.

(c) Gross Weight F

A captain shall be paid, in addition to other rates of compensation stipulated in this Agreement, gross weight of airplane rates in accordance with the maximum certificated gross weight of the Company's aircraft as follows: 3¢ for each 1,000 pounds of the maximum certificated gross weight of the aircraft for each hour flown, beginning with zero pounds and extending to the maximum certificated gross weight of the airplane:

Weight pay example: B-707-331 302,000 pounds maximum certificated gross weight, $302 \times 3c = 9.06$ per hour.

For the purposes of computing maximum certificated gross weight pay, the total weight figure to the nearest 1,000 pounds shall be used, except that the gross weight of all DC-9 equipment shall be computed at the gross weight of the B727-31.

(d) International Override

For each hour credited under (D) (1) of this Section for flying on International Operations, \$3.30 per hour.

(e) Established Speeds

The speeds for flight pay computation purposes shall be as follows:

Equipment										Speed
B-747										600 mph
B-707 All Models										540 mph
CV-880										540 mph
DC-9										540 mph
B-727 All Models										540 mph

Page 13

-1-69)

y pay for time rovided in (D) with his total ight deck crew

\$2.85 per hour 3.25 per hour 3.65 per hour 4.05 per hour 4.45 per hour 5.25 per hour 5.65 per hour 6.05 per hour 6.45 per hour 6.85 per hour

captain shall lited for pay of this Sec-

er (D) (1) of

Day Night \$11.35 \$15.35 9.35 13.35 9.35 13.35 9.35 13.35 9.35 13.35 9.36 13.35 9.37 13.35 9.38 13.35 9.39 13.35

Section 4 (continued)

(B) First Officer International Relief Officer, and Flight Engineer

- A pilot who has completed less than one (!)
 year of service with the Company as a flight
 deck crew member, shall receive a monthly
 salary of \$625.
- (2) A first officer, and an international relief officer who has completed one (1) year of service with the Company as a flight deck crew member, shall be paid a percentage of the total pay of a captain, as set out in (A) above, had his first officer or international relief officer time been performed as captain time as follows:

2nd year	50.0% of 2nd year captain total pay
3rd year	60.2% of 3rd year captain total pay
4th year	61.2% of 4th year captain total pay
5th year	62.1% of 5th year captain total pay
6th year	63.1% of 6th year captain total pay
7th year	64.1% of 7th year captain total pay
8th year	65.1% of 8th year captain total pay
9th year	66.1% of 9th year captain total pay
10th year	67.1% of 10th year captain total pay
11th year	67.1% of 11th year captain total pay
12th year &	
thereafter	67.1% of 12th year captain total pay

(3) A flight engineer who has completed one (1) year of service with the Company as a flight deck crew member, shall be paid a percentage of the total pay of a captain, as set out in (A) above, had his flight engineer time been performed as captain time as follows:

2nd year	45.0% of	2nd year captain total pay
3rd year	54.0% of	3rd year captain total pay
4th year	54.9% of	4th year captain total pay
5th year	55.8% of	5th year captain total pay
6th year	56.7% of	6th year captain total pay
7th year	57.6% of	7th year captain total pay
8th year		8th year captain total pay
9th year	59.4% of	9th year captain total pay
10th year	60.3% of	10th year captain total pay
11th year		11th year captain total pay
12th year &		
thereafter	60.3% of	12th year captain total pay

Section 4 (continued)

(C) Minimum Guarantees

A pilot who has completice with the Company member, shall receive tee for each full cale longevity, and flight rates of compensation ment of:

Bid Run Holder Reserve Schedule					
Holder		•	•	•	
Reserve Officer					

The guarantee of a prorated on the basis during the month. The International Operationational Override ((**pas provided in (C) (2))

- (2) In the event a pilot is and International Op his guarantee shall be
- (3) When a captain flies equipment during a c tain, his monthly gus on the basis of the rat such type of equipr flown in a month as c
 - is awarded a tick on a type or typ fils such bid ru an entire month. another type of qualified, shall guarantee which applicable guara br types of equipments of equal types of equal type

nd credit figures. (For 33:45 plus 2:04 equals

Days

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ent)		
ry & rdt.	Days Trnd.	Pay & Crdt.
:30 :00 :30 :00 :30 :30 :30 :30 :30 :30	21 22 And	73:30 77:00 So Forth

that he is withheld e for the purposes of (1) of this Section 6,) hours training pay such period that he ling and is withheld er, no such pay and

as to cause a pilot's

ove for application of

Section 6 (A) (6) (continued)

total credited hours during any given month to exceed seventy-five (75), exclusive of any excess pay and credit brought into the current month from the previous month. Whenever a pilot's training is delayed or interrupted and he is not scheduled for service at his domicile (or is not qualified to serve), the provisions of this paragraph shall apply.

- (7) No provision of this Section shall be intended to require the Company to schedule a pilot in training so as to cause him to exceed his normal maximum monthly credited hours.
- (8) For the purpose of this Section 6, a pilot based at Newark who is required to attend training, as set forth in (A) (1) above, at LaGuardia or Kennedy (or a pilot based at LaGuardia or Kennedy who is required to attend such training at Newark) will be considered to have attended training at his domicile. Such pilot shall be entitled to receive appropriate tolls and automobile mileage expenses as outlined in Section 12 (A) (4).
- (9) A pilot who successfully completes a proficiency check at his home domicile, or who blocks out for such a check that is interrupted for reasons other than lack of pilot proficiency, shall receive flight pay (½ day ½ night no credit) for actual block-to-block flight time with a minimum of two hours.

(B) Rating and Captain Qualification Training

- (1) The Company will maintain a program for the training of first officers as captain. This training will be offered in accordance with system seniority to a minimum of 50 pilots per year, who qualify for such captain training and who possess at least the minimum certified flight time required by the FAR, and have passed the ATP written examination.
- (2) Further, the Company may assign first offi-

Section 6 (B) (2) (continued)

cers who qualify, to captain's training in accordance with their seniority at the domicile. Such training within the domicile will be done for the purpose of filling prospective temporary vacancies within the subject domicile.

(3) The type of training and procedures for rating and/or training to captain will be established and changed as required by the Company.

(4) The Company will notify each first officer of his assignment to captain training in writing with a minimum of 30 days' notice. A first officer so notified of his assignment to captain training in accordance with his system or domicile seniority shall accept such training.

A first officer who commences student captain training and during the line check/instruction portion of such training his performance is below TWA standards, and in the opinion of his supervisors additional line experience would be beneficial in successfully completing the student captain program, such pilot shall return to his bid domicile and fly as a first officer for an additional period of not less than six months. During this six month period such pilot shall not be entitled to pay protection under the provisions of paragraphs (E) and (F) of this Section 6. Following this additional six months period of experience, such pilot shall be afforded a suitable period of refamiliarization at the captain's station and one further opportunity to complete the line check/instruction portion of the student captain training program on the same equipment upon which he commenced such training.

(6) The Company will designate the domicile at which student captain training will be accomplished. Upon the completion of transition, if a pilot is unable to train at his domicile, the Company will assign him to a designated domicile, where he will displace a first officer, sen-

Section 6 (B) (6) (continued)

iority permitting, assignment is to ments to location seniority of those assigned for stuc within ten (10) d training, fulfill a cording to (B)(13 because of senic former domicile with Section 19 c atives in accorda cancy which he l cile will be restric domicile before bidder.

Upon completie tion, a proot will, up to ninety)(prior to the line such training. holder will acco tion time on hi quests, be assig below to accom Such a pilot wh displace the lea holder at the d ceiving such ni tion and/or lin after may be as below to accom instruction. During periods

required line che dent captain to officer time from the assigned to is necessary to line check and

Section 6 (B) (6) (continued)

iority permitting. However, if more than one assignment is to be made, choices of assignments to locations will be offered in order of seniority of those to be assigned. A pilot so assigned for student captain training must, within ten (10) days following completion of training, fulfill any bid held in abeyance according to (B)(13) of this Section or if unable because of seniority, he must revert to his former domicile and displace in accordance with Section 19 or exercise his bidding prerogatives in accordance with Section 19. The vacancy which he leaves at his temporary domicile will be restricted to qualified bidders at the domicile before being awarded to a system bidder.

Upon completion of student captain transition, a pilot will, if he so requests, be permitted up to ninety (90) days line familiarization prior to the line check instruction portion of such training. Such a pilot who is a bid run holder will accomplish such line familiarization time on his bid run or may, if he so requests, be assigned to a bid run as outlined below to accomplish such line familiarization. Such a pilot who is not a bid run holder may displace the least senior first officer bid run holder at the domicile for the period he is receiving such ninety (90) days line familiarization and/or line check instruction and thereafter may be assigned to a bid run as outlined below to accomplish such line familiarization/ instruction.

During periods of line familiarization and/or required line check/instruction periods of student captain training, sufficient suitable first officer time from domicile run selections may be assigned to a student captain each month as is necessary to accomplish line familiarization, line check and instruction flights. Such assign-

Page 35

captain's training in acseniority at the domicile. the domicile will be done illing prospective tempothe subject domicile. and procedures for rating

aptain will be established red by the Company.
notify each first officer of

aptain training in writing 30 days' notice. A first ofhis assignment to captain ce with his system or domccept such training.

ommences student captain the line check/instruction lining his performance is rds, and in the opinion of Iditional line experience in successfully completing program, such pilot shall nicile and fly as a first offil period of not less than six is six month period such entitled to pay protection s of paragraphs (E) and (F) ollowing this additional six xperience, such pilot shall ble period of refamiliariza-'s station and one further mplete the line check/inf the student captain trainhe same equipment upon ed such training.

I designate the domicile at ain training will be accomcompletion of transition, if o train at his doinicile, the gn him to a designated domdisplace a first officer, sen-

Section 6 (B) (7) (continued)

ments shall not result in a reduction in the number of bid run holders at the domicile. For the duration of such line familiarization and line check/instruction period, the temporarily displaced first officer bid run holder may, at his option, elect to be treated as "first out reserve" and by this means be afforded every opportunity to accumulate up to seventy-five (75) hours pay and credit per month.

- (8) Once a pilot is given notice that he is to start student captain training such program will start and continue as scheduled to final determination, consistent with the reasonable requirements of the operation of the airline and paragraph (11) below.
- (9) Except as provided in (11) below, from the time a first officer who has completed one (1) year of service with the Company as a flight deck crew member, starts in ground school and until he completes his line checking, he shall be paid on the basis of hourly pay rates as established in (A) (2) of this Section. A student captain will be guaranteed seventy-five (75) hours of such pay on a monthly basis.
- (10) If a pilot is assigned to a training domicile which is in a different geographical area from that of his bid domicile, he shall be paid expenses under Section 12 (A) (3) during such time as he is away from his bid domicile. However, during the additional experience period specified in paragraph (B) (5) above a pilot will be paid expenses under Section 12 (A) (1). Provided further that a new domicile bid obtained in accordance with (13) below will not entitle the pilot to expenses while such bid is being held in abeyance.
 - (11) In the event a pilot's training process is interrupted, including periods under paragraph (5)

Section 6 (B) (11) (continued)

above and periods of as are provided in (B under (9) above wher nate. During such pe only under Section 4 Miscellaneous Pay) f. If the interruption is liarization, the pilot bid domicile for suc! does not apply wher check rides. In the occurs at a point ir commencement of such training progra: of a duration of not a pilot experiencing: be utilized in his for no reserve pilot in domicile who is avai

- (12) If a first officer is d tain in accordance have the regular pr Section 19, which first officers.
- (13) If a pilot who has be tain training as prosuccessful bidder for cile, he will be performed domicile during successful pany determines the ry time exists there held in abeyance.
 - (14) When a pilot is as for student captain time at his bid dor cordance with Sect
 - (15) All route qualification neously with stude

Section 6 (B) (11) (continued)

above and periods of line familiarization such as are provided in (B) (7) of this Section, pay, under (9) above where being paid, shall terminate. During such period, a pilot shall be paid only under Section 4 or 5 (Compensation and Miscellaneous Pay) for the service performed. If the interruption is not for additional familiarization, the pilot may return to his regular bid domicile for such period, except that this does not apply when waiting for appropriate check rides. In the event such interruption occurs at a point in time subsequent to the commencement of the simulator portion of such training program and such interruption is of a duration of not more than seven (7) days, a pilot experiencing such interruption shall not be utilized in his former status unless there is no reserve pilot in such former status at his domicile who is available to fly.

- (12) If a first officer is displaced by a student captain in accordance with (B) (6) above, he will have the regular prerogatives, as set forth in Section 19, which are extended to displaced first officers.
- (13) If a pilot who has been notified of student captain training as provided in (B) (4) above is a successful bidder for a vacancy at a new domicile, he will be permitted to fly out of such domicile during such training only if the Company determines that sufficient and satisfactory time exists there; otherwise, the bid will be held in abeyance.
 - (14) When a pilot is assigned to another domicile for student captain training his regular flying time at his bid domicile will be handled in accordance with Section 19.
 - (15) All route qualifications not obtained simultaneously with student captain training will be

Page 37

reduction in the the domicile.

ne familiarization period, the temporal bid run holder be treated as "first neans be afforded cumulate up to y and credit per

that he is to start uch program will uled to final deterthe reasonable ren of the airline and

) below, from the completed one (1) ompany as a flight in ground school in checking, he of hourly pay rates this Section. A stuanteed seventy-five monthly basis.

a training domicile graphical area from shall be paid expen3) during such time domicile. However, rience period speciabove a pilot will be on 12 (A) (1). Propomicile bid obtained elow will not entitle le such bid is being

ning process is interunder paragraph (5)

Section 6 (B) (15) (continued)

paid for in accordance with (A) (1) (f) of this Section.

(16) When a pilot fails to qualify as captain in his proper turn under either paragraph (1), (2) or (5) above, or when a pilot fails to qualify for an Airline Transport Pilot Certificate with pment rating, his case shall be handled as the circumstances indicate, subject to Section 21.

(C) First Officer Qualification Training

Seniority and the qualifications required by the Company for employment as a pilot (subsequent to September 1963) will govern the filling of all first officer vacancies which are not filled by pilots in the employ of the Company as pilots where such vacancies occur, subject to Section 19 (D) (2).

The Company will maintain a program for the training of flight engineers as first officers.

- (1) The type of training and procedures therein will be established and changed as required by the Company.
- (2) A flight engineer will be assigned to first officer training in order of system seniority, based upon the equipment he is presently flying, except that:
 - (a) A flight engineer may indicate on a form provided by the Company, the equipment upon which he desires to train to first officer, (if other than the equipment he is presently flying) and the Company may assign such flight engineer to the desired equipment training.
 - (b) In the event that a domicile has a type of equipment upon which no flight engineer is currently flying, or upon which no flight engineer has expressed a desire to train, the Company may assign the most senior flight engineer in that domicile not trained, or scheduled for first officer

Section 6 (C) (2) (b) (continued)

training in accordance

- (c) Training under this p
 offered in accordance
 ty to a minimum of
 neers per year. Fur
 may assign additions
 first officer training
 domicile seniority or
 ment.
- (3) The Company will noti flight engineer at least th vance of his assignment t ing. A flight engineer so n ment to training shall a which will start and cont final determination.
- (4) Except as provided in (5) 1 a flight engineer who ha year of service with the Cc officer ground school and his required line check(s), serve as a qualified first of on the basis of hourly pay (A) (2) of this Section. training under this Section seventy-five (75) hours monthly basis. A flight en one (1) year of service wireceive his monthly salary
- (5) In the event a flight eng first officer is interrupted, be required to resume his flight engineer and pay u terminate. During such p neer shall be paid for set the event such interruption time subsequent to the cc simulator portion of suc and such interruption is

. 1

1) (f) of this

aptain in him him h (1), (2) or possible qualify for tificate with a handled as a to Section

uired by the subsequent to ng of all first y pilots in the e such vacan-

gram for the

dures therein as required by

d to first offiniority, based ttly flying, ex-

ate on a form the equipment in to first offiuipment he is Company may to the desired

e has a type of flight engineer which no flight desire to train, the most senior domicile not r first officer

Section 6 (C) (2) (b) (continued)

training in accordance with the foregoing.

- (c) Training under this paragraph (C) will be offered in accordance with system seniority to a minimum of fifty (50) flight engineers per year. Further, the Company may assign additional flight engineers to first officer training in accordance with domicile seniority on any type of equipment.
- (3) The Company will notify in writing each flight engineer at least thirty (30) days in advance of his assignment to first officer training. A flight engineer so notified of his assignment to training shall accept such training which will start and continue as scheduled to final determination.
- (4) Except as provided in (5) below, from the time a flight engineer who has completed one (1) year of service with the Company starts is first officer ground school and until he completes his required line check(s), and is designated to serve as a qualified first officer he shall be paid on the basis of hourly pay rates established in (A) (2) of this Section. A flight engineer in training under this Section will be guaranteed seventy-five (75) hours of such pay on a monthly basis. A flight engineer with less than one (1) year of service with the Company will receive his monthly salary.
 - (5) In the event a flight engineer's training as a first officer is interrupted, such individual may be required to resume his regular duties as a flight engineer and pay under (4) above shall terminate. During such period, a flight engineer shall be paid for services performed. In the event such interruption occurs at a point in time subsequent to the commencement of the simulator portion of such training program and such interruption is of a duration of not

Section 6 (C) (5) (continued)

more than seven (7) days, a pilot experiencing such interruption shall not be utilized in his former status unless there is no reserve pilot in such former status at his domicile who is available to fly.

(6) When a flight engineer fails to qualify as first officer in his proper turn as outlined above, his case shall be handled as the circumstances indicate, subject to Section 21.

(D) Flight Simulators

- (1) The provisions of this paragraph (D) shall apply to all Company required time in flight simulators and all briefing in connection therewith; provided, however, the provisions of this Section 6 (D) shall not apply to time in flight simulators in connection with paragraphs (B) and (C) of this Section.
- (2) Effort shall be made to post flight simulator schedules in connection with semi-annual proficiency training prior to the beginning of each month.
- (3) Pilots will not be required to take flight simulator training between the hours of 2400 and 0500 including any briefing time.
- (4) No pilot shall be scheduled for or required to receive more than four (4) hours in the flight simulator in any calendar day and no single flight simulator period shall last longer than two (2) hours, except that a jet non-stop flight may be simulated for a total non-stop flight time not to exceed four (4) hours provided that a pilot will be allowed to leave the simulator cockpit as is necessary during such simulated non-stop flights as is presently permitted on actual routine flights. There shall be a rest period of at least one-half (½) hour between flight simulator periods.

Page 40

Section 6 (D) (continued)

- (5) A pilot assigned to flig shall receive adequate re flight simulator training turned to regular flight d
- (6) A pilot shall be permi briefing given in conne six lator before underta
- (7) A pilot taking flight single be shown a copy of the pilot's report on his train
- (8) Proficiency checks in the be subject to the following
 - (a) If a pilot's perform check in the flight to be unsatisfacte opportunity of tak without prejudice ries he is currently
 - (b) No maneuvers will ciency check that then current FAz check form for Tr
 - (c) A dequate time for the the particular the flight simulate proficiency check lator.
 - (d) Proficiency chec shall be given as extension of flig such training is I given prior to such

(E) Qualification on Equipmen

(1) If a pilot's seniority cile entitles him to schedule on equipm qualified, and for we erence as provided

any and who latfurlough pay for above schedule eceived furlough

r that portion of hich exceeds the if he remains in any position.

aph (D) will not ccasioned by Act hich the Compass or other work to Company, explicable (with the h furlough pay is of such strike or is not recalled at first recalls pilots h strike or work

s program to opee man crew, the y pilots No. 1 lots' System Senl. The foregoing of any pilot preapply in any case ire the services of reumstances over rol, or strikes or

SECTION 21 GRIEVANCE PROCEDURE

(A) Discipline and Discharge

- (1) A pilot shall not be disciplined or dismissed from the Company without notification in writing as to any such action, and such pilot shall not be disciplined or dismissed without an investigation and hearing, provided that the pilot makes written request to the TWA Flight Operations Department, 605 Third Avenue, New York, New York, for an investigation and hearing within ten (10) days after receiving such notification.
- (2) Nothing in this Section shall be construed to prevent the Company from holding a pilot out of service prior to written notification of charges preferred against him, and such written notification stipulated in Paragraph (A) (1) of this Section shall be furnished the pilot with expeditiousness not exceeding ten (10) days.
- (3) Such investigation and hearing shall be held by an operating official of the Company designated by the Company for that purpose and shall be held within ten (10) days after the Company receives the written notification from the pilot for an investigation and hearing as stipulated in Paragraph (A) (1) of this Section.
- (4) Prior to such investigation and hearing, the Company shall furnish such pilot a copy of the precise charge or charges against him. Upon written request, the pilot shall be granted a postponement of the investigation and hearing, not in excess of ten (10) days in which to prepare and to secure the presence of witnesses and shall have the right to be represented by an employee of the Company of his choice or

Section 21 (A) (4) (continued)

by his duly accredited representative or representatives.

- (5) Within ten (10) days after the close of such investigation and hearing, the Company shall announce its decision in writing and shall furnish the pilot, or his duly accredited representative, a copy thereof. If a pilot requests in writing, such copy will be sent by certified mail to his home address.

 In cases of discipline and discharge for reasons other than pilot proficiency, the following steps (6) through (10) will apply:
- (6) Prior to a pilot being either disciplined or dismissed from the Company for reasons other than pilot proficiency, the Company will advise the pilot and conduct a thorough and impartial investigation, at the conclusion of which the pilot will be notified in writing of the action taken by the Company as a result of such investigation. Such notice shall contain a statement of the precise charge or charges against the pilot for which disciplinary action is being taken or for which he is being dismissed.
 - (7) Within ten (10) days after receipt of the notification to the pilot described in (6) above, the pilot may request a hearing to be conducted by an Operating official of the Company designated for that purpose and such hearing shall be held within ten (10) days after the Company receives such request. Upon written request, the pilot shall be granted a postponement of the hearing, not in excess of ten (10) days, in which to prepare and to secure the presence of witnesses and shall have the right to be represented by a Company employee of his choice or by his duly accredited representative or representatives. Such request for hearing or postponement shall be made to TWA Flight Oper-

Section 21 (A) (7) (continued)

ations Department, York, New York, by

- (8) The pilot may, at he tion of the matter be appeal the issue dir Board of Adjustmappeal his case to appeal must be filed receipt of the noticabove. When appead provisions of this peresented within nitrotice of appeal to the second second
 - (9) During the course ducted in accordance, the Comparisorvice, but such paroll until the effect dismissal.
 - (10) Within ten (10) day described in (7) a announce its decisi pilot by certified n accredited represer
- (B) Other Grievances

Any pilot or group of ment who have a grie of the Company affe involving discipline or grievance considered in ing procedure:

(1) Grievances under filed within forty lot(s) has, or t knowledge of th grievance. When ance, they shall s their behalf.

ative or repre-

close of such Company shall and shall furited representot requests in t by certified

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iplined or disreasons other pany will adthorough and conclusion of writing of the as a result of hall contain a e or charges plinary action is being dis-

of the notifi-6) above, the conducted by npany desighearing shall the Company tten request, ponement of (10) days, in e presence of to be repreof his choice tative or repring or post-Flight Oper-

Section 21 (A) (7) (continued)

ations Department, 605 Third Avenue, New York, New York, by certified mail.

- (8) The pilot may, at his option, waive presentation of the matter before a hearing officer and appeal the issue directly to the TWA System Board of Adjustment. If the pilot elects to appeal his case to the Board, such notice of appeal must be filed within ten (10) days after receipt of the notification referred to in (6) above. When appealed to the Board under the provisions of this paragraph, such case will be presented within ninety (90) days of receipt of notice of appeal to the Board.
- (9) During the course of the investigation conducted in accordance with paragraph (6) above, the Company may hold the pilot out of service, but such pilot shall remain on the payroll until the effective date of his discipline or dismissal.
- (10) Within ten (10) days after close of the hearing described in (7) above, the Company shall announce its decision in writing to the affected pilot by certified mail with a copy to his duly accredited representative.

B) Other Grievances

Any pilot or group of pilots covered by this Agreement who have a grievance concerning any action of the Company affecting them, except matters involving discipline or dismissal shall have such grievance considered in accordance with the following procedure:

(1) Grievances under this paragraph (B) must be filed within forty-rive (45) days after the pilot(s) has, or reasonably would have had knowledge of the matter giving rise to the grievance. When a group of pilots has a grievance, they shall select a representative to act in their behalf.

Section 21 (B) (continued)

- (2) A written request for discussion setting forth a statement of the facts out of which such grievance arose and the provision or provisions of the Agreement, if any, upon which the grievance is based shall be filed with the pilot(s) GM-F with copies to the Staff Vice President-Flying and ALPA Legal Department, 122 East 42rd Street, New York, New York.
- (3) Within ten (10) days after receipt of the request for discussion outlined above, the Company will conduct such discussion, and within ten (10) days from the receipt of the previously mentioned request or within six (6) days after such discussion was held, whichever is later, the GM-F shall issue his written decision concerning the matter to the pilots.

(C) Appeal

If the decision under paragraph (A)(5), (A)(10) or (B)(3) is unsatisfactory, appeal by the pilot(s), if made, shall be to the Trans World Airlines Pilots System Board of Adjustment as provided in Section 21-A, provided such appeal is made within thirty (30) days from the date of receipt by the pilot(s), or his duly accredited representative or representatives, of the decision of the Company.

All submissions to the System Boards of Adjustment shall be made in conformity with paragraph

(D) General

(H) of Section 21-A.

- (1) If any decision made by the Company under the provisions of this Section is not appealed by the pilot affected within the time limit prescribed herein for such appeal, the decision of the Company shall become final and binding. Time limits provided in this Section 21 may be extended by agreement in writing.
- (2) Subject to space being available, witnesses and representatives who are employees of the Company shall receive free transportation

Section 21 (2) (2) (continued)

- over the lines of the C of duty to the point of a the case may be, and re
- (3) Notification in writi shall be accomplished tified Mail with Return
- (4) Nothing in this Agre right of investigation during his probational Section 17 (C).
- (5) If, as a result of any from as provided here he shall, if he has bee reinstated without los be paid for such time he would have ordina continued in service di
- (6) If, as a result of any from as provided he exonerated, the per cleared of the charges
- (7) When it is mutually a report is to be taken hearing in whole or borne equally by both the event it is not mu ographic report of taken, any written r such investigation an of the parties to the to the other party to provided that the co so requested shall t parties to the dispute
- (8) The hearing or discu will be held at the ag icile, unless otherwinand the Company.

Section 21 (D) (2) (continued)

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over the lines of the Company from the point of duty to the point of discussion or hearing, as the case may be, and return.

- (3) Notification in writing required hereunder shall be accomplished through the use of Certified Mail with Return Receipts.
- (4) Nothing in this Agreement shall extend the right of investigation and hearing to a pilot during his probationary period as described in Section 17 (C).
- (5) If, as a result of any hearing or appeal therefrom as provided herein, a pilot is exonerated,
 he shall, if he has been held out of service, be
 reinstated without loss of seniority and shall
 be paid for such time lost in an amount which
 he would have ordinarily earned had he been
 continued in service during such period.
- (b) If. a result of any hearing or appeal thereform as provided herein, the pilot shall be capacitated, the personnel record shall be cleared of the charges.
- (7) When it is mutually agreed that a stenographic report is to be taken of the investigation and hearing in whole or in part, the cost will be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of the proceedings shall be taken, any written record available taken of such investigation and hearing made by either of the parties to the dispute shall be furnished to the other party to the dispute upon request, provided that the cost of such written record so requested shall be borne equally by both parties to the dispute.
- (8) The hearing or discussion, as the case may be, will be held at the aggrieved pilot's home domicile, unless otherwise agreed to by such pilot and the Company.

SECTION 21-A SYSTEM BOARD OF ADJUSTMENT

- (A) The term "Company" as used in this Section shall be construed to mean Trans World Airlines, Inc. The term "Association" as used in this Section shall be construed to mean Air Line Pilots Association, International.
- (B) In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is hereby established a Pilots' System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of this Agreement and which are properly submitted to it, which Board shall be known as "Trans World Airlines Pilots' System Board of Adjustment", herein referred to as the "Pilot Board".
 - (C) The Board shall consist of four (4) members, two (2) of whom shall be selected and appointed by the Association and two (2) by the Company, and such appointees shall be known as "Adjustment Board Members".
 - (D) The four (4) members shall serve for one (1) year from date of their appointment or until their successors have been duly appointed. The terms of office for the Board members shall be staggered so that only one (1) term expires in each calendar quarter (a Company member's term expiring in the first quarter, an Association member's term expiring in the second calendar quarter, and so forth). Vacanties in the membership of the Board shall be filled in the same manner as is provided herein for the selection and appointment of the original members of the Board.
 - (E) The Pilot Board shall have jurisdiction over disputes between any employee covered by this Agreement and the Company, growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in

Section 21-A (E) (continued

hours of employment working conditions co between the parties h

- (F) The Board shall co submitted to it by the or by the Staff Vice F pany when such dispu tled in accordance w this Agreement.
- (G) Appointments of me made by the respect days from the date of and said appointees:
 York, New York, we the date of the signin organize and select a man, both of whom?
 The term of the office man shall be are (shall designate one coman and one to act terms. Each officer (1) year or until his ed.

The office of Chairs ternately by an Ass and by a Company i Association member member shall be V The Chairman or, man, shall preside & hearings and shall h actions taken by the After the organizat the Pilot Board sh where the general c Inc., are maintain meeting is agreed third week in Ser March of each yea

Section 21-A (E) (continued)

hours of employment, rates of compensation, or working conditions covered by existing agreements between the parties hereto.

- (F) The Board shall consider any dispute properly submitted to it by the President of the Association or by the Staff Vice President - Flying of the Company when such dispute has not been previously settled in accordance with the terms provided for in this Agreement.
- (G) Appointments of members of the Board shall be made by the respective parties within thirty (30) days from the date of the signing of this Agreement and said appointees shall meet in the City of New York, New York, within forty-five (45) days from the date of the signing of this Agreement, and shall organize and select a Chairman and a Vice Chairman, both of whom shall be members of the Board. The term of the office of Chairman and Vice Chairman shall be one (1) year. Thereafter the Board shall designate one of its members to act as Chairman and one to act as Vice Chairman for (1) year terms. Each officer so selected shall serve for one (1) year or until his successor has been duly selected.

The office of Chairman shall be filled and held alternately by an Association member of the Board and by a Company member of the Board. When an Association member is Chairman, a Company member shall be Vice Chairman, and vice versa. The Chairman or, in his absence the Vice Chairman, shall preside at meetings of the Board and at hearings and shall have a vote in connection with all actions taken by the Board.

After the organization meeting referred to herein, the Pilot Board shall thereafter meet in the city where the general offices of Trans World Airlines, Inc., are maintained (unless a different place of meeting is agreed upon by the Board) during the third week in September and the first week in March of each year, provided that at such times

Page 143

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Section shall Airlines, Inc. this Section lots Associa-

le II, of the ere is hereby Adjustment ding disputes s Agreement to it, which orld Airlines , herein re-

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one (1) year their succesrms of office gered so that ndar quarter in the first m expiring in orth). Vacanhall be filled erein for the nal members

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Section 21-A (G) (continued)

there are cases filed with the Board for consideration, and shall continue in session until all matters before it have been considered, unless otherwise mutually agreed upon.

- (H) All disputes properly referred to the Board for consideration shall be addressed to the Chairman with a copy to the Director, Labor Relation - Flight, and a copy to the Director, Flight Crew Contracts Administration. Five (5) copies of each petition, including all papers and exhibits in connection therewith, shall be forwarded to the Chairman, who shall promptly transmit one (1) copy thereof to each member of the Board. Each case submitted shall show:
 - (1) Question or questions at issue.
 - Statement of facts out of which the dispute arose and the particular provision or provisions of the Agreement, if any, alleged to have been violated.
 - (3) Position of employee or employees.
 - (4) Position of Company.

When possible, joint submissions should be made, but if the parties are unable to agree upon a joint submission then either party may submit the dispute and its position to the Board with copy to the Company and the date of posting of such copy will be the significant date for purposes of the thirty (30) day period provided in Section 21(C) of this Agree-

No matter shall be considered by the Board which has not first been handled in accordance with the provisions of Section 21 of this Agreement; provided that by agreement of the parties, matters may be submitted directly to the Board.

Upon receipt of notice of the submission of a dispute, the Chairman shall set a date for hearing, which shall be at the time of the next regular meeting of the Board, or, if at least two (2) members of

Section 21-A (I) (continued)

the Board consider the ma and importance, then at such place as the Chairi shall agree upon, but no days after such request for least two (2) of said mer shall give the necessary meeting to the Board mer the dispute.

(J) Employees covered by th resented at Board hearin sons as they may choo: Company may be repre persons as it may choos may be presented either c On request of individual Board may, by a majori quest of either the Asse the Company representa witnesses who are empl who may be deemed nec dispute, or by either par by either group of repr Board.

The number of witnes: time shall not be greater be spared from the ope with the services of the (

- (K) A majority vote of all 1 be competent to make a
- (1.) Decisions of the Board able to it shall be final hereto.
- (M) In the event of a decis properly referred to th Board shall promptly i of such deadlock decis of, and the members u the parties that the ser

Section 21-A (I) (continued)

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the Board consider the matter of sufficient urgency and importance, then at such earlier date and at such place as the Chairman and Vice Chairman shall agree upon, but not more than fifteen (15) days after such request for meeting is made by at least two (2) of said members, and the Chairman shall give the necessary notices in writing of such meeting to the Board members and to the parties to the dispute.

(J) Employees covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing or both. On request of individual members of the Board, the Board may, by a majority vote, or shall at the request of either the Association representatives or the Company representatives thereon, summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute, or by either party, or by the Board itself, or by either group of representatives constituting the Board.

The number of witnesses summoned at any one time shall not be greater than the number which can be spared from the operation without interference with the services of the Company.

- (K) A majority vote of all members of the Board shall be competent to make a decision.
- (L) Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties hereto.
- M) In the event of a decision of deadlock in any case properly referred to the Board of Adjustment, the Board shall promptly notify the parties to the case of such deadlock decision, including the date thereof, and the members of the Board shall then notify the parties that the services of a fifth member of the

Section 21-A (M) (continued)

Board are desired. The fifth member of the Board (referee) will be selected by one of the following methods:

- (1) Within ten (10) days after the proper notification, the members of the Board will select a referee from a panel of five (5) potential referees which will be set up by mutual agreement between the parties hereto at as early a date as practicable after the signing of this Agreement. Changes in said panel may be made by mutual agreement of the parties hereto.
- (2) Within ten (10) days after proper notification the Company and Association representatives shall meet to select a referee by mutual agreement and if agreement is reached shall advise the members of the Board of the name and address of the referee.

Within thirty (30) days after proper notification if no agreement on the selection of the referee can be reached by either method, (1) or (2) above, the Company or the Association may petition the National Mediation Board for the appointment of a referee.

When the fifth member is selected, the Board shall, within twenty (20) days, arrange for a hearing of the dispute by the Board, including the presentation of such witnesses and evidence as the five-member Board shall in its discretion permit. A decision of a majority of the Board sitting with the fifth member shall be final and binding upon the parties thereto. Such decision shall be rendered within ten (10) days after the close of the hearing.

If neither the Company nor the Association served notice that the services of a referee are desired, as above provided, within thirty (30) days after either party is eligible to do so, the Board shall have no further jurisdiction in that case and the controversy shall be considered as withdrawn.

The time limits specified in this paragraph (M) may be extended by mutual agreement between the par-

Section 21-A (M) (continued)

ties to this Agreement in writ

- (N) Nothing herein shall be cons or abridge the rights or privil the employees or to the employees, upon the Railway Labor Act, as ar to decide a dispute under the herein shall not, therefore, subsequent rights which supported by tion Board by orders issued respect to disputes which are procedure established herein.
- (O) The Board shall maintain a matters submitted to it for i all findings and decisions ma "complete record" does n stenographic transcripts of a es who appear before the Board
- P) Each of the parties hereto w sation, travel expense, and Board members selected by penses and compensation o accordance with paragraph borne equally by the parties!
 - ()) Each of the parties hereto w sation, travel expense, and witnesses called or summon is available, witnesses who Company shall receive free lines of the Company from signment to the point at whi witnesses and return, to the
 - R) The Chairman and the Vice ly, shall have the authority penses as, in their judgment sary for the proper conduc Board and such expense sha

Section 21-A (M) (continued)

ties to this Agreement in writing.

- (N) Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the employees or to the employer, or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended, and the failure to decide a dispute under the procedure established herein shall not, therefore, serve to foreclose any subsequent rights which such law may afford or which may be established by the National Mediation Board by orders issued under such law with respect to disputes which are not decided under the procedure established herein.
- (O) The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it. The foregoing "complete record" does not necessarily include stenographic transcripts of all testimony of witnesses who appear before the Board.
- P) Each of the parties hereto will assume the compensation, travel expense, and other expenses of the Board members selected by it. The reasonable expenses and compensation of referees appointed in accordance with paragraph (M) above, will be borne equally by the parties hereto.
- (Q) Each of the parties hereto will assume the compensation, travel expense, and other expenses of the witnesses called or summoned by it. So far as space is available, witnesses who are employees of the Company shall receive free transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law.
- R) The Chairman and the Vice Chairman, acting jointly, shall have the authority to incur such other expenses as, in their judgment, may be deemed necessary for the proper conduct of the business of the Board and such expense shall be borne one-half by

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Section 21-A (R) (continued)

each of the parties hereto. Board members who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as Board members. So far as space is available, Board members who are employees of the Company shall be furnished free transportation over the lines of the Company for the purpose of attending meetings of the Board, to the extent permitted by law.

(S) It is understood and agreed that each and every Board member shall be free to discharge his duty in an independent manner, without fear that his individual relations with the Company or with the employees may be affected in any manner by any action taken by him in good faith in his capacity as a Board member.

SECTION 22 PHYSICAL EXAMINAT

- (A) A pilot shall not be required to s
 pany physical examinations in a
 any twelve (12) month period
 consent unless it is apparent tha
 ical condition is seriously impa
 the pilot's personal physician s
 copy of the Company's medica
 when so requested in writing by
- (B) Any pilot hereunder who fails physical examination may, at h vie w of his case in the following
 - (1) He may employ a qualifice of his own choosing and at the purpose of conducting tion for the same purpose amination made by the employed by the Company
 - (2) A copy of the findings of t chosen by the employee: the Company, and in the ings verify the findings of er employed by the Compical review of the case sha
 - (3) In the event that the fin examiner chosen by the gree with the findings of employed by the Compar at the written request c that the two medical examined appoint a third quali medical examiner, prefet the purpose of making a amination of the employer
 - The said disinterested medica make a further examination c and the case shall be settled o ings.

SECTION 26 AGREEMENT PRECEDENCE

This Agreement shall supersede and take precedence over all Agreements, Supplemental Agreements, Amendments, Letters of Understanding, Arbitration Awards, and similar related documents executed between the Company and the Association prior to the signing of this Agreement with the exception of:

- (1) The Turbine Memorandum of Understanding dated May 22, 1959;
- (2) Letter of Agreement signed April 15, 1957, covering certain assumption of liability by the Company;
- (3) Agreement effective December 6, 1956, pertaining to guarantees and benefits for operations in certain areas;
- (4) The crew complement Memorandum of Understanding dated September 25, 1962, including the appendix thereto;
- (5) Letter of Agreement relating to DC-9 aircraft dated January 8, 1965;
- (6) Letter from K. L. Meinen to Wayne L. Haggard dated December 10, 1964;
- (7) Letter from D. J. Crombie to Charles Rub; and R. W. Van Etten relating to MCI Pilots dated January 27, 1967;
- (8) Letter from D. J. Crombie to Charles H. Ruby dated May 13, 1968, concerning the application of Section 6 (C) (6);
- (9) Letter from T. M. Cromartie to W. A. Murphey dated December 11, 1969;

provided that all rights and obligations, monetary of otherwise, contained therein and which may have a crued prior to the effective date of this Agreement under said Agreements, Supplemental Agreements, Amonements, Letters of Understanding, Arbitration Awards and similar related documents, for the pilots of the

Page 164

Section 26 (continued)

Company shall remain in charged in accordance with

Section 26 (continued)

Company shall remain in effect until satisfied, or discharged in accordance with the terms thereof.

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SECTION 27 PRIOR RIGHTS

The parties to this Agreement hereby represent and specifically agree that nothing in this Agreement is intended in any way to diminish or to increase, to any extent, either the pre-existing job rights or qualifications, of any Flight Engineer listed in Appendix A and A-1 of the Crew Complement Agreement of September 25, 1962.

SECTION 2 EFFECTIVE DATES AN

Unless otherwise stated in the Ag of this Agreement shall become e. 1969, except that amendments to:

Section 5, Section 6, Sectic Section 19 shall become ef 1970; Section 17 (C) shall be effe after date of signing;

and the entire Agreement shall r effect through August 31, 1971 without change for yearly period: ten notice of intended change i with Section 6, Title I, of the amended, by either party hereto prior to August 31, 1971, or a su such date, except that each part right under Section 6 of the Act would change the rates of pay of effective any time prior to Januar IN WITNESS WHEREOF, t signed this Agreement this 23rd e

For TRANS WORLD A

WITNESS:

- s/ T. M. Cromartie
- s/L. A. Girard
- s R. J. Kenny
- s R. W. Dunn
- s E. F. O'Reilly

For THE AIR LINE TION, INTERNATION, /s/ Charles H. Ruby

SECTION 28 EFFECTIVE DATES AND DURATION

Unless otherwise stated in the Agreement, the provisions of this Agreement shall become effective on December 1, 1969, except that amendments to:

Section 5, Section 6, Section 10, Section 11, and Section 19 shall become effective on January 31, 1970;

Section 17 (C) shall be effective as to pilots hired after date of signing;

and the entire Agreement shall remain in full force and effect through August 31, 1971, and shall renew itself without change for yearly periods thereafter, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party hereto at least sixty (60) days prior to August 31, 1971, or a subsequent anniversary of such date, except that each party specifically waives the right under Section 6 of the Act to serve a demand which would change the rates of pay of the Boeing 747 aircraft effective any time prior to January 1, 1971.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 23rd day of January, 1970.

For TRANS WORLD AIRLINES, INC. /s/ David J. Crombie

WITNESS:

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f any

- s T. M. Cromartie
- s L. A. Girard
- s R. J. Kenny
- s R. W. Dunn
- S E. F. O'Reilly

For THE AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

/s/ Charles H. Ruby

Section 28 (continued)

WITNESS:

- /s/ John B. D'Albora, Jr.
- /s/W. A. Murphey, Jr.
- /s/ Stanley E. Bailey
- /s/ James M. Jones
- /s/ Angelo Marchione
- /s/ Joseph J. Stonskas
- /s/ Frank J. Albright

LETTER OF AGREE!

between

TRANS WORLD AIRLI

and

THE AIR LINE PIL

in the service o

TRANS WORLD AIRL

as represented t

THE AIR LINE PILOTS AS

INTERNATION

THIS LETTER OF AGREEME tered into in accordance with the p the Railway Labor Act, as amer TRANS WORLD AIRLINES known as the "Company") and the service of TRANS WORLD AIR resented by the AIR LINE PILO INTERNATIONAL (hereinafter ciation").

77

SECTION 1

It is mutually agreed and understa parties to this Letter of Agreem bereof shall be applicable only to Reserve Air Fleet Operation (agreed and understood that all IWA-ALPA Agreement, as here those Sections which are specifica ed by this Letter of Agreement sl ompany's "CRAF Operation".

JOINT EXHIBIT 11

Contract booklet containing TWA-ALPA Collective Bargaining Agreement signed July 7, 1972.

Designated Pages

Cover Page, pp. 2-6, 172-183, 200-204

AGREEMENT

between

TRANS WORLD AIRLINES, INC.

and

THE AIR LINE PILOTS
IN THE SERVICE OF
TRANS WORLD AIRLINES, INC.

as represented by

THE AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

Signed July 7, 1972

TABLE OF CONTENTS

	Page
ection	4
ection Recognition	5
	9
2 Definitions	11
3 General	12
	15
Voluntary Dues Deduction Compensation	23
4 Compensation	28
5 Miscellaneous Pay Rules 6 Training and Route Qualifications 7 Foreign Service Pay	54
1	. 55
7 Foreign Service Pay	. 57
9 Deadhead Time	. 59
9 Deadhead Time	
Appendix A:	. 81
	. 96
Scheduling Policy - International Domisiles	. 111
12 Trip and Training Expenses	
12 Trip and Training Expesses	. 134
13 Moving Expenses	. 140
14 Variations	
16 Internment, Prisoner, Missing	. 143
or Hostage Benefits	. 145
or Hostage Benefits	. 149
17 Seniority	153
18 Leaves of Absence 19 Vacancies and Displacements	169
19 Vacancies and Displacements 20 Furlough and Employment Protection 21 Grievance Procedure	172
21 Grievance Procedure 21-A System Board of Adjustment	177
21-A System Board of Adjustment 22 Physical Standards	184
22 Physical Standards	187
	188
24 Retirement	
	202
- I Charation	203
28 Effective Dates and Duration	
TABLE OF CONTENTS	
	Page
Letters of Agreement	205
Letters of Agreement Civil Reserve Air Fleet Agreement	211

	111	MAC Letter of Agreement
	IV	DC-9 Memo of Understanding .
	V	Disability/Physical Standards Let
	VI	Letter of Amendment to Crew C
		Agreement
7	VII	MAC Pacific Operations Letter o
	VIII	Letter re Waiver of Insurance Pre
	IX	International Relief Officer Lett
	X	Letter of Intent re Section 6(C)(
	XI	ALPA Flight Pay Loss (Move-Up
>	XII	Letter of Intent re Section 6(E)
3	XIII	
		Annuity Plan
	XIV	Letter of Agreement re AIDS
	XV	Letter of Intent re Term Passes
	XV	Letter of Intent re Section 6(B)
	1	
-	NO	TE: Vertical black lines in an Agreement; arrows indicates
ı.		Agreement; arrows indicate

																			Page
Let	ters of Agreement																		205
1	Civil Reserve Air Fleet Agreement	•	•	٠	•	•	•	•	•	*	•	•	•	•	•	•			211
14	Crew Complement Letter				•		•	•	*	•				•	•	•	•	•	

Page 4 5 9 11 12 15 23 28 54 55 57	III MAC Letter of Agreement IV DC-9 Memo of Understanding V Disability/Physical Standards Letter of Agreement VI Letter of Amendment to Crew Complement Agreement VIII MAC Pacific Operations Letter of Agreement VIII Letter re Waiver of Insurance Premium IX International Relief Officer Letter X Letter of Intent re Section 6(C)(6) XI ALPA Flight Pay Loss (Move-Up) Letter XII Letter re Cash-vesting in the Pilots' Trust Annuity Plan XIV Letter of Agreement re AIDS XV Letter of Intent re Term Passes XVI Letter of Intent re Section 6(B)(1) 229 240 241 242 245 246 246
. 81 . 96 . 111 . 126 . 130 . 134 . 140	NOTE: Vertical black lines in margin indicate changes from previous Agreement; arrows indicate deletions.
. 143 . 145 . 149 . 153 . 169 . 172 . 177 . 184 . 187 188	
193 200 202 203	

Page 205 211

Page 3

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between TRANS WORLD AIRLINES, INC., hereinafter known as the "Company", and the AIR LINE PILOTS in the service of TRANS WORLD AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL, hereinafter known as the "Association".

In making this Agreement, the parties hereto recognize that compliance with the terms of the Agreement and the development of a spirit of cooperation is essential for mutual benefit and for the intent and purpose of this Agreement.

It is hereby mutually agreed:

SECTION 1

RECOGNITION

The Air Line Pilots Association, International, has furnished to the Company proof that a majority of the air line pilots employed by the Company have designated the Association to represent them and in their behalf negotiate and conclude an agreement with the Company as to hours of labor, wages, and other employment conditions covering the pilots in the employ of the Company in accordance with the provisions of the Railway Labor Act, as amended.

Further, the said Association has been duly certified by the National Mediation Board in Case No. R-3982, dated March 19, 1968, as the designated and authorized representative, for the purposes of the Railway Labor Act, as amended, of those employees of Trans World Airlines, Inc., known as flight engineers and student flight engineers undergoing training on a full-time basis.

SECTION

DEFINITION

As used in this Agreement, except as

- (A) "Pilot" means Captain, Reserve First Officer, International Relia Reserve Officer, as herein define
- (B) "Captain" means the pilot who and its crew members while on the manipulation of, or who maircraft while under way, inclusuch aircraft, and who is propholds a currently effective airm to serve as such and who holds a
- (C) "Reserve Captain" means a pi who may be designated to serve hold a bid as a captain.
- (D) "First Officer" means a pilot w flight whose duties are to assimanipulation of the controls aircraft while under way, incl such aircraft; who is properly a currently effective airman's cer as a first officer; and who hold Company's International Opera a first officer's qualifications sl Airline Transport Pilot certif turbo-jet aircraft in which he se
 - (E) "Reserve First Officer" mean officer qualifications who may officer but who does not hold a

SECTION 2

DEFINITIONS

As used in this Agreement, except as otherwise provided:

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- (A) "Pilot" means Captain, Reserve Captain, First Officer, Reserve First Officer, International Relief Officer, Flight Engineer, and Reserve Officer, as herein defined.
- (B) "Captain" means the pilot who is in command of the aircraft and its crew members while on duty and who is responsible for the manipulation of, or who manipulates, the controls of the aircraft while under way, including take-off and landing of such aircraft, and who is properly qualified to serve as and holds a currently effective airman's certificate authorizing him to serve as such and who holds a bid as a captain.
- (C) "Reserve Captain" means a pilot with captain qualifications who may be designated to serve as captain, but who does not hold a bid as a captain.
- (D) "First Officer" means a pilot who is second in command on a flight whose duties are to assist or relieve the captain in the manipulation of the controls and in the navigation of the aircraft while under way, including take-off and landing of such aircraft; who is properly qualified to serve as and holds a currently effective airman's certificate authorizing him to serve as a first officer; and who holds a bid as a first officer. For the Company's International Operations, on turbo-jet aircraft only, a first officer's qualifications shall include a currently effective Airline Transport Pilot certificate and rating on the type turbo-jet aircraft in which he serves first officer.
- (E) "Reserve First Officer" means a flight engineer with first officer qualifications who may be designated to serve as a first officer but who does not hold a bid as a first officer.

Section 2 (continued)

- (F) "International Relief Officer" means a pilot who is third in command on a flight on which an international relief officer is required and who is to perform the duties of international relief officer as specified, and assist the captain, first officer and flight engineer as directed; and who holds currently effective airman's certificates as required, authorizing him to serve as an international relief officer; and who holds a bid as an international relief officer.
 - (G) "Flight Engineer" means an employee who is the occupant of the third seat on three-man turbo-jet crews, who is responsible while in flight or enroute for the safe and efficient mechanical, electrical and electronic functioning and the air-worthy condition of the aircraft, irrespective of the means of propulsion, and its components (including recognition and correction of their malfunctioning) and for manipulation of its engineering controls and all related ground and flight duties as assigned and who is properly qualified to serve as such and holds such valid and currently effective certificates as are required by applicable Federal regulations and a currently effective commercial license and instrument rating. In addition, as used in this Agreement, flight engineer refers to an employee who has been awarded a bid to fill a domicile vacancy.
 - (H) "Reserve Officer" means a pilot with flight engineer qualifications, who is assigned to serve as flight engineer, but who has not been awarded a bid to fill a domicile vacancy.
 - (I) "Block-to-Block" time shall mean that period of time beginning when an aircraft first moves from the ramp blocks, for the purpose of flight, and ending when the aircraft comes to a stop at the ramp blocks at the nex; point of landing.
 - (J) Consistent with FAR limitations, "month" or "calendar month" as used in this Agreement shall mean the following inclusive periods:

Section 2 (J) (continued)

January	,	30 days	1-30 -
Februa		30 days	Janua
reblua	, ,		(leap
March		30 days	2-311
April		31 days	April
May		30 days	2-31;
June		30 days	1-30.
July		31 days	1-31
Augus		31 days	1-31
Septer		30 days	1-30
Octob		30 days	1-30
		31 days	Octo
Nover		31 days	1-31

- (K) "Permanent Transfer" mea transfers in excess of nine assignment.
- weight and international scheduled and extra se non-scheduled flights, no attempts, engine carrier, instrument, plane and reairway aid test flights accordance with pay facto
- (M) "Mile" means (as used in 5,280 feet.
- (N) A pilot is on 'Active P compensation under any Section 16.
- (O) "Duty Aloft" means the assigned as an operating during block-to-block tim

SECTION 21

GRIEVANCE PROCEDURE

(A) Discipline and Discharge

- (1) A pilot shall not be disciplined or dismissed from the Company without notification in writing as to any such action, and such pilot shall not be disciplined or dismissed without an investigation and hearing, provided that the pilot makes written request to the TWA Flight Operations Department, 605 Third Avenue, New York, New York, for an investigation and hearing within ten (10) days after receiving such notification.
 - (2) Nothing in this Section shall be construed to prevent the Company from holding a pilot out of service prior to written notification of charges preferred against him, and such written notification stipulated in Paragraph (A)(1) of this Section shall be furnished the pilot with expeditiousness not exceeding ten (10) days.
 - (3) Such investigation and hearing shall be held by an operating official of the Company designated by the Company for that purpose and shall be held within ten (10) days after the Company receives the written notification from the pilot for an investigation and hearing as stipulated in Paragraph (A)(1) of this Section.
 - (4) Prior to such investigation and hearing, the Company shall furnish such pilot a copy of the precise charge or charges against him. Upon written request, the pilot shall be granted a postponement of the investigation and hearing, not in excess of ten (10) days, in which to prepare and to secure the presence of witnesses and shall have the right to be represented by an employee of the Company of his choice or by his duly accredited representative or representatives.

Section 21 (A) (continued)

- (5) Within ten (10) days a and hearing, the Comp writing and shall furni representative, a copy writing, such copy wi home address.
 - In cases of discipline as pilot proficiency, the f apply:
- (6) Prior to a pilot being : the Company for reast Company will advise th impartial investigation pilot will be notified i Company as a result shall contain a statems against the pilot for taken or for which he i
- (7) Within ten (10) days the pilot described in hearing to be conduc Company designated shall be held within receives such request. be granted a postponer ten (10) days, in wi presence of witnesses request from the As available, consistent witnesses who are er. called, the provisions such hearing the p represented by a Con his duly accredited re: request for hearing c TWA Flight Operatio

Section 21 (A) (continued)

(5) Within ten (10) days after the close of such investigation and hearing, the Company shall announce its decision in writing and shall furnish the pilot, or his duly accredited representative, a copy thereof. If a pilot requests in writing, such copy will be sent by certified mail to his home address.

In cases of discipline and discharge for reasons other than pilot proficiency, the following steps (6) through (10) will apply:

- (6) Prior to a pilot being either disciplined or dismissed from the Company for reasons other than pilot proficiency, the Company will advise the pilot and conduct a thorough and impartial investigation, at the conclusion of which the pilot will be notified in writing of the action taken by the Company as a result of such investigation. Such notice shall contain a statement of the precise charge or charges against the pilot for which disciplinary action is being taken or for which he is being dismissed.
- (7) Within ten (10) days after receipt of the notification to the pilot described in (6) above, the pilot may request a hearing to be conducted by an Operating official of the Company designated for that purpose and such hearing shall be held within ten (10) days after the Company receives such request. Upon written request, the pilot shall be granted a postponement of the hearing, not in excess of ten (10) days, in which to prepare and to secure the presence of witnesses. In this connection, upon written request from the Association the Company will make available, consistent with operational requirements, witnesses who are employed by it. When witnesses are called, the provisions of Section 21-A (Q) shall apply. At such hearing the pilot shall have the right to be represented by a Company employee of his choice or by his duly accredited representative or representatives. Such request for hearing or postponement shall be made to TWA Flight Operations Department, 605 Third Avneue,

Page 173

s to any such d or dismissed wided that the ght Operations rk, New York, (10) days after

to prevent the service prior to against him, and agraph (A)(1) of he pilot with ys.

be held by an esignated by the held within ten ives the written gation and hearing Section.

the Company shall e charge or charges the pilot shall be gation and hearing, the to prepare and to hall have the right to the Company of his representative or

Section 21 (A) (7) (continued)

New York, New York, by certified mail.

- (8) The pilot may, at his option, waive presentation of the matter before a hearing officer and appeal the issue directly to the TWA System Board of Adjustment. If the pilot elects to appeal his case to the Board, such notice of appeal must be filed within ten (10) days after receipt of the notification referred to in (6) above. When appealed to the Board under the provisions of this paragraph, such case will be presented within ninety (90) days of receipt of notice of appeal to the Board.
 - (9) During the course of the investigation conducted in accordance with paragraph (6) above, the Company may hold the pilot out of service, but such pilot shall remain on the payroll until the effective date of his discipline or dismissal.
 - (10) Within ten (10) days after close of the hearing described in (7) above, the Company shall announce its decision in writing to the affected pilot by certified mail with a copy to his duly accredited representative.

(B) Other Grievances

Any pilot or group of pilots covered by this Agreement who have a grievance concerning any action of the Company affecting them, except matters involving discipline or dismissal shall have such grievance considered in accordance with the following procedure:

- (1) Grievances under this paragraph (B) must be filed within forty-five (45) days after the pilot(s) has, or reasonably would have had knowledge of the matter giving rise to the grievance. When a group of pilots has a grievance, they shall select a representative to act in their behalf.
 - (2) A written request for discussion setting forth a statement of the facts out of which such grievance arose and the

Section 21 (B) (2) (continued)

provision or provisions of which the grievance is base GM-F with copies to the S ALPA Legal Department. New York 10017.

(3) Within ten (10) days aft discussion outlined above. discussion, and within ten the previously mentioned after such discussion was GM-F shall issue his wr matter to the pilots.

(C) Appeal

If the decision under paragrar unsatisfactory, appeal by the p Trans World Airlines Pilots' S. provided in Section 21-A, prov thirty (30) days from the date duly accredited representativ decision of the Company.

All submissions to these System made in conformity with parage

General

- (1) If any decision made by the of this Section is not appea the time limit prescribed decision of the Company Time limits provided in the by agreement in writing.
- 2) Subject to space bei representatives who are en

Section 21 (B) (2) (continued)

provision or provisions of the Agreement, if any, upon which the grievance is based shall be filed with the pilot(s) GM-F with copies to the Staff Vice President - Flying and ALPA Legal Department, 200 Park Avenue, New York, New York 10017.

(3) Within ten (10) days after receipt of the request for discussion outlined above, the Company will conduct such discussion, and within ten (10) days from the receipt of the previously mentioned request or within six (6) days after such discussion was held, whichever is later, the GM-F shall issue his written decision concerning the matter to the pilots.

(C) Appeal

If the decision under paragraph (A)(5), (A)(10) or (B)(3) is unsatisfactory, appeal by the pilot(s), if made, shall be to the Trans World Airlines Pilots' System Board of Adjustment as provided in Section 21-A, provided such appeal is made within thirty (30) days from the date of receipt by the pilot(s), or his duly accredited representative or representatives, of the decision of the Company.

All submissions to these System Boards of Adjustment shall be made in conformity with paragraph (H) of Section 21-A.

General

- (1) If any decision made by the Company under the provisions of this Section is not appealed by the pilot affected within the time limit prescribed herein for such appeal, the decision of the Company shall become final and binding. Time limits provided in this Section 21 may be extended by agreement in writing.
- Subject to space being available, witnesses and representatives who are employees of the Company shall

esentation of the appeal the issue adjustment. If the ard, such notice of ys after receipt of When appealed to is paragraph, such a0) days of receipt

tion conducted in the Company may pilot shall remain of his discipline or

hearing described in ince its decision in ied mail with a copy

this Agreement who n of the Company discipline or dismissal accordance with the

must be filed within s) has, or reasonably atter giving rise to the has a grievance, they their behalf.

ting forth a statement levance arose and the

Section 21 (D) (2) (continued)

receive free transportation over the lines of the Company from the point of duty to the point of discussion or hearing, as the case may be, and return.

- (3) Notification in writing required hereuser shall be accomplished through the use of Certified Mail with Return Receipts.
- (4) Nothing in this Agreement shall extend the right of investigation and hearing to a pilot during his probationary period as described in Section 17(C).
- (5) If, as a result of any hearing or appeal therefrom as provided herein, a pilot is exonerated, he shall, if he has been held out of service, be reinstated without loss of seniority and shall be paid for such time lost in an amount which he would have ordinarily earned had be been continued in service during such period.
 - (6) If, as a result of any hearing or appeal therefrom as provided herein, the pilot shall be exonerated, the personnel record shall be cleared of the charges.
 - (7) When it is mutually agreed that a stenographic report is to be taken of the investigation and hearing in whole or in part, the cost will be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of the proceedings shall be taken, any written record available taken of such investigation and hearing made by either of the parties to the dispute shall be furnished to the other party to the dispute upon request, provided that the cost of such written record so requested shall be borne equally by both parties to the dispute.
 - (8) The hearing or discussion, as the case may be, will be held at the aggrieved pilot's home domicile, unless otherwise agreed to by such pilot and the Company.

SECTION

SYSTEM BOARD O.

- (A) The term "Company" as used in to mean Trans World Airlines, used in this Section shall be contact Association, International.
- (B) In compliance with Section 20
 Act, as amended, there is here
 Board of Adjustment for the periodisputes which may arise under
 and which are properly submit
 known as "Trans World Airli
 Adjustment", herein refer to as
- C) The Board shall consist of four shall be selected and appointed by the Company, and such "Adjustment Board Members".
- The four (4) members shall sen their appointment or until the appointment or until the appointed. The terms of office staggered so that only one (1) quarter (a Company member quarter, an Association member calendar quarter, and so forth) of the Board shall be filled in the herein for the selection and members of the Board.
- The Pilot Board shall have juri any employee covered by this growing out of grievances a application of any of the te jurisdiction of the Board shall r in hours of employment, rates

of the Company of discussion or

under shall be tified Mail with

and the right of ilot during his on 17(C).

he shall, if he has d without loss of lost in an amount ned had he been

peal therefrom as exonerated, the charges.

graphic report is to ring in whole or in both parties to the ually agreed that as shall be taken, anyth investigation and to the dispute shall dispute upon request, written record so both parties to the

may be, will be held tile, unless otherwise any.

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SECTION 21-A

SYSTEM BOARD OF ADJUSTMENT

- (A) The term "Company" as used in this Section shall be construed to mean Trans World Airlines, Inc. The term "Association" as used in this Section shall be construed to mean Air Line Pilots Association, International.
- (B) In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is hereby established a Pilots' System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of this Agreement and which are properly submitted to it, which Board shall be known as "Trans World Airlines Pilots' System Board of Adjustment", herein refer to as the "Pilot Board".
 - C) The Board shall consist of four (4) members, two (2) of whom shall be selected and appointed by the Association and two (2) by the Company, and such appointees shall be known as "Adjustment Board Members".
 - The four (4) members shall serve for one (1) year from date of their pointment or until their successors have been duly appointed. The terms of office for the Board members shall be staggered so that only one (1) term expires in each calendar quarter (a Company member's term expiring in the first quarter, am Association member's term expiring in the second calendar quarter, and so forth). Vacancies in the membership of the Board shall be filled in the same manner as is provided herein for the selection and appointment of the original members of the Board.

The Pilot Board shall have jurisdiction over disputes between any employee covered by this Agreement and the Company, growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours off employment, rates of compensation, or working

Section 21-A (E) (continued)

conditions covered by existing agreements between the parties hereto.

- (F) The Board shall consider any dispute properly submitted to it by the President of the Association or by the Staff Vice by the President of the Company when such dispute has not President - Flying of the Company when such dispute has not been previously settled in accordance with the terms provided for in this Agreement.
 - (G) Appointments of members of the Board shall be made by the respective parties within thirty (30) days from the date of the signing of this Agreement and said appointees shall meet in the City of New York, New York, within forty-five (45) days from the date of the signing of this Agreement, and shall from the date of the signing of this Agreement, and shall organize and select a Chairman and a Vice Chairman, both of organize and select a Chairman and a Vice Chairman for (1) year. Of Chairman and Vice Chairman shall be one (1) year. Thereafter the Board shall designate one of its members to act as Chairman and one to act as Vice Chairman for (1) year as Chairman and one to act as Vice Chairman for (1) year or terms. Each officer so selected shall serve for one (1) year or until his successor has been duly selected.

The office of Chairman shall be filled and held alternately by an Association member of the Board and by a Company member of the Board. When an Association member is Chairman, a Company member shall be Vice Chairman, and vice versa. The Chairman or, in his absence the Vice Chairman, shall preside at meetings of the Board and at hearings and shall shall preside in connection with all actions taken by the Board.

After the organization meeting referred to herein, the Pilot Board shall thereafter meet in the city where the general offices of Trans World Airlines, Inc., are maintained (unless a different place of meeting is agreed upon by the Board) during the third week in September and the first week in March of the third week in September and the first week in March of each year, provided that at such times there are cases filed with the Board for consideration, and shall continue in session until matters before it have been considered, unless otherwise mutually agreed upon.

Page 178

Section 21-A (continued)

- (H) All disputes properly referred to shall be addressed to the Chairman Labor Relation Flight, and a Crew Contracts Administration petition, including all papers therewith, shall be forwarded a promptly transmit one (1) copy to Board. Each case submitted shall to
 - (1) Question or questions at issue
 - (2) Statement of facts out of will particular provision or proany, allegate to have been viol
 - (3) Position of employee or emp
 - (4) Position of Company.

Wher possible, joint submissions parties are unable to agree upon party may submit the dispute a with copy to the Company and copy will be the significant date f day period provided in Section 21

No matter shall be considered by been handled in accordance with of this Agreement; provided that matters may be submitted directly

Upon receipt of notice of the Chairman shall set a date for heari of the next regular meeting of the members of the Board consideurgency and importance, then at place as the Chairman and Vice Conot more than fifteen (15) days a is made by at least two (2) of saic

Section 21-A (continued)

submitted to it the Staff Vice dispute has not terms provided

veen the parties

be made by the n the date of the shall meet in the y-five (45) days ement, and shall hairman, both of erm of the office e one (1) year. Its members to act man for (1) year or one (1) year or

neld alternately by d by a Company iation member is ice Chairman, and the vice Chairman, it hearings and shall taken by the Board.

where the general naintained (unless a sy the Board) during t week in March of e are cases filed with tinue in session until ed, unless otherwise

- (H) All disputes properly referred to the Board for consideration shall be addressed to the Chairman with a copy to the Director, Labor Relation - Flight, and a copy to the Director, Flight Crew Contracts Administration. Five (5) copies of each petition, including all papers and exhibits in connection therewith, shall be forwarded to the Chairman, who shall promptly transmit one (1) copy thereof to each member of the Board. Each case submitted shall show:
 - (1) Question or questions at issue.
 - (2) Statement of facts out of which the dispute arose and the particular provision or provisions of the Agreement, if any, alleged to have been violated.
 - (3) Position of employee or employ es.
 - (4) Position of Company.

When possible, joint submissions should be made, but if the parties are unable to agree upon a joint submission then either party may submit the dispute and its position to the Board with copy to the Company and the date of posting of such copy will be the significant date for purposes of the thirty (30) day period provided in Section 21(C) of this Agreement.

No matter shall be considered by the Board which has not first been handled in accordance with the provisions of Section 21 of this Agreement; provided that by agreement of the parties, matters may be submitted directly to the Board.

Upon receipt of notice of the submission of a dispute, the Chairman shall set a date for hearing, which shall be at the time of the next regular meeting of the Board, or, if at least two (2) members of the Board consider the matter of afficient urgency and importance, then at such earlier date and at such place as the Chairman and Vice Chairman shall agree upon, but not more than fifteen (15) days after such request for meeting is made by at least two (2) of said members, and the Chairman

Section 21-A (I) (continued)

shall give the necessary notices in writing of such meeting to the Board members and to the parties to the dispute.

(J) Employees covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing or both.

On request of individual members of the Board, the Board may, by a majority vote, or shall at the request of either the Association representatives or the Company representatives thereon, summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute, or by either party, or by the Board itself, or by either group of representatives constituting the Board.

The number of witnesses summoned at any one time shall not be greater than the number which can be spared from the operation without interference with the services of the Company.

- (K) A majority vote of all members of the Board shall be competent to make a decision.
- (L) Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties hereto.
- (M) In the event of a decision of deadlock in any case properly referred to the Board of Adjustment, the Board shall promptly notify the parties to the case of such deadlock decision, including the date thereof, and the members of the Board shall then notify the parties that the services of a fifth member of the Board are desired. The fifth member of the Board (referee) will be selected by one of the following methods:
 - (1) Within ten (10) days after the proper notification, the members of the Board will select a referee from a panel of

Section 21-A (M) (1) (continued)

five (5) potential referee agreement between the practicable after the sign said panel may be max parties hereto.

(2) Within ten (10) days
Company and Association
select a referee by muta
reached shall advise the
name and address of the

Within thirty (30) days agreement on the selection either method, (1) or (2). Association may petition the appointment of a referee.

When the fifth member is twenty (20) days, arrange for Board, including the prese evidence as the five-member permit. A decision of a major fifth member shall be finathereto. Such decision shall after the close of the hearing.

If neither the Company nor the services of a referee are c thirty (30) days after either p shall have no further jur controversy shall be considere

The time limits specified extended by mutual agreem Agreement in writing.

Nothing herein shall be con: the rights or privileges accor Section 21-A (M) (1) (continued)

five (5) potential referees which will be set up by mutual agreement between the parties hereto at as early a date as practicable after the signing of this Agreement. Changes in said panel may be made by mutual agreement of the parties hereto.

(2) Within ten (10) days after proper notification the Company and Association representatives shall meet to select a referee by mutual agreement and if agreement is reached shall advise the members of the Board of the name and address of the referee.

Within thirty (30) days after proper notification if ro agreement on the selection of the referee can be reached by either method, (1) or (2) above, the Company or the Association may petition the National Mediation Board for the appointment of a referee.

When the fifth member is selected, the Board shall, within twenty (20) days, arrange for a hearing of the dispute by the Board, including the presentation of such witnesses and evidence as the five-member Board shall in its discretion permit. A decision of a majority of the Board sitting with the fifth member shall be final and binding upon the parties thereto. Such decision shall be rendered within ten (10) days after the close of the hearing.

If neither the Company nor the Association serves notice that the services of a referee are desired, as above provided, within thirty (30) days after either party is eligible to do so, the Board shall have no further jurisdiction in that case and the controversy shall be considered as withdrawn.

The time limits specified in this paragraph (M) may be extended by mutual agreement between the parties to this Agreement in writing.

Nothing herein shall be construed to limit, restrict or abridge the rights or priwileges accorded either to the employees or to

Page 181

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Section 21-A (N) (continued)

the employer, or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended, and the failure to decide a dispute under the procedure established herein shall not, therefore, serve to foreclose any subsequent rights which such law may afford or which may be established by the National Mediation Board by orders issued under such law with respect to disputes which are not decided under the procedure established herein.

- (O) The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it. The foregoing "complete record" does not necessarily include stenographic transcripts of all testimony of witnesses who appear before the Board.
 - (P) Each of the parties hereto will assume the compensation, travel expense, and other expenses of the Board members selected by it. The reasonable expenses and compensation of referees appointed in accordance with paragraph (M) above, will be borne equally by the parties hereto.
 - (Q) Each contract the parties hereto will assume the compensation, travel expense, and other expenses of the witnesses called or summoned by it. So far as space is available, witnesses who are employees of the Company shall receive free transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law.
 - (R) The Chairman and the Vice Chairman, acting jointly shall have the authority to incur such other expenses as, in their judgment, may be deemed necessary for the proper conduct of the business of the Board and such expense shall be borne one-half by each of the parties hereto. Board members who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as Board members. So far as space is available, Board members who are employees of the Company shall be furnished free transportation over the lines of the Company for the purpose of attending meetings of the Board, to the extent permitted by law.

Page 182

Section 21-A (continued)

(S) It is understood and agreed the shall be free to discharge his without fear that his individu with the employees may be action taken by him in good member.

Section 21-A (continued)

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Board.

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mpensation, travel itnesses called or , witnesses who are free transportation point of duty or appear as witnesses

ing jointly shall have penses as, in their ne proper conduct of bense shall be borne ard members who are ed necessary leaves of ies as Board members. ers who are employees ransportation over the attending meetings of

(S) It is understood and agreed that each and every Board member shall be free to discharge his duty in an independent manner, without fear that his individual relations with the Company or with the employees may be affected in any manner by any action taken by him in good faith in his capacity as a Board member.

SECTION 26

AGREEMENT PRECEDENCE

This Agreement shall supersede and take precedence over all Agreements, Supplemental Agreements, Amendments, Letters of Understanding, Arbitration Awards, and similar related documents executed between the Company and the Association prior to the signing of this Agreement with the exception of:

- (1) The Turbine Memorandum of Understanding dated May 22, 1959;
- (2) Letter of Agreement signed April 15, 1957, covering certain assumption of liability by the Company;
- (3) Agreement effective December 6, 1956, pertaining to guarantees and benefits for operations in certain areas;
- (4) The crew complement Memorandum of Understanding dated September 25, 1962, including the appendix thereto:
 - (5) Letter of Agreement relating to DC-9 aircraft dated January 8, 1965;
 - (6) Letter from K. L. Meinen to Wayne L. Haggard dated December 10, 1964;
 - (7) Letter from W. E. Malarkey to Wayne Haggard dated May 13, 1968 regarding Flight Engineer qualifying.
 - (8) Letter from D. J. Crombie to Charles H. Ruby dated May 13, 1968, concerning the application of Section 6(C)(6);
 - (9) Letter from T. M. Cromartie to W. A. Murphey dated December 11, 1969 regarding move-up.
 - (10) Letter T. M. Cromartie to W. A. Murphey dated March 18,

Section 26 (10) (continued)

1970 regarding waiver c

provided that all rights and ot contained therein and which effective date of this Agre Supplemental Agreements, Amel Arbitration Awards, and similar the Company shall remain in eff accordance with the terms therec

Section 26 (10) (continued)

1970 regarding waiver of premium.

provided that all rights and obligations, monetary or otherwise, contained therein and which may have accrued prior to the effective date of this Agreement under said Agreements, Supplemental Agreements, Amendments, Letters of Understanding, Arbitration Awards, and similar related documents, for the pilots of the Company shall remain in effect until satisfied, or discharged in accordance with the terms thereof.

cedence over all nents, Letters of lated documents tion prior to the

anding dated May

, 1957, covering mpany;

56, pertaining to n certain areas;

of Understanding ing the appendix

C-9 aircraft dated

L. Haggard dated

Haggard dated May alifying.

H. Ruby dated May of Section 6(C)(6);

A. Murphey dated

hey dated March 18,

Page 201

SECTION 27

PRIOR RIGHTS

The parties to this Agreement hereby represent and specifically agree that nothing in this Agreement is intended in any way, to diminish or to increase, to any extent, either the pre-existing job rights or qualifications, of any Flight Engineer listed in Appendix A and A-1 of the Crew Complement Agreement of September 25, 1962.

SECTIO

EFFECTIVE DATES

Unless otherwise stated in the A Agreement shall become effective L-1011 rates of pay shall become entire Agreement shall remain in March 1, 1974, and shall renew beriods thereafter, unless written served in accordance with Section Act, as amended, by either party prior to March 1, 1974, or a subsection

tor the period January 1, 1971, the months of August, Septembe who accrued pay credit applicable etroactive pay to the extent of for such pay accrued during the elecember 1, 1971, through June electroactive pay to the extent of for such pay.

SECTION 28

EFFECTIVE DATES AND DURATION

specifically my way, to existing job Appendix A ptember 25, Unless otherwise stated in the Agreement, the provisions of this Agreement shall become effective on July 1, 1972, except that L-1011 rates of pay shall become effective June 25, 1972, and the entire Agreement shall remain in full force and effect through March 1, 1974, and shall renew itself without change for yearly beriods thereafter, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party hereto at least sixty (60) days prior to March 1, 1974, or a subsequent anniversary of such date.

for the period January 1, 1971, through June 30, 1972, (excluding ne months of August, September, October and November) pilots who accrued pay credit applicable to B-747 equipment shall receive attroactive pay to the extent of four percent (4%) of the aggregate is such pay accrued during the specified period. For the period december 1, 1971, through June 30, 1972, pilots who accrued pay redit applicable to other equipment (except L-1011) shall receive attroactive pay to the extent of four percent (4%) of the aggregate is such pay.

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Section 28 (continued)

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 7th day of July, 1972

FOR TRANS WORLD AIRLINES, INC.

/s/ D. J. Crombie

/s/ J. J. O'Donnell

WITNESS:

/s/ T. M. Cromartie

/s/ R. J. Kenny

/s/ R. D. Wanamaker

/s/ E. F. O'Reilly

FOR THE AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

WITNESS:

/s/ J. P. Gratz

/s/ B. Rawlings

/s/ H. Weston

/s/ A. Marchione

/s/ J. Haley

/s/ S. Junas

/s/ T. Ashwood

LETTER

TRANS WO

THEA

in

TRANS WO

as r

THE AIR LINE

THIS LETTER OF AGREE ecordance with the provisi act, as amended, by and t NC. (hereinafter known as t 1 the service of TRANS WC y the AIR LINE PILOTS hereinafter known as the "A

is mutually agreed and une is Letter of Agreement Eplicable only to the Comp. RAF). It is further agreed : sic TWA VIPA Agreemen ctions will are specificall Agreen, and shall be ap eration".

Page 204

JOINT EXHIBIT 13

Letters requesting arbitration by defendants

Beaty Breen Carr Dack Davies Davis Edwards Fleischmann Jesse Lenz Leonhard Loomis Meyer Miller Quackenbush Tate Woolsey

Entire Exhibit

13855 W. 67 Shawnee, Kansas 66216 June 25, 1971

Mr.David Crombie
Vice President - Personnel
Trans World Airlines, Inc.
605 Third Avenue
New York, N.Y. 10016

VICE PRES. IND. REL

Dear Sir:

I was employed as a flight engineer from September, 1956, to April, 1967, and thereafter as a first officer, with flight engineer seniority and priority rights, until January, 1971, when I was terminated by the Company.

I appealed the termination to the Pilots System Board of Adjustment. The appeal is now pending. I also requested assignment to the flight engineer position, in accordance with my rights under your agreement with me, signed on 10, APRIL, 1963 .

That request has been denied and, I am told, my right to the flight engineer position will be denied without regard to the outcome of the appeal.

I request that the Company's denial of my right to the flight engineer position and its failure to assign me as a flight engineer be submitted to the arbitrator designated in TWA's agreement with me as soon as possible.

I have retained the firm of O'Donnell & Schwartz, Esqs., 501
Fifth Avenue, New York, N.Y. 10017, to represent me in this !
matter and request that all further correspondence be referred
to them.

Very truly yours,

Charles W. Beaty

cc: James Berger, Esq., ALPA Counsel
O'Donnell & Schwartz, Esqs.

JUNSVIET

7343 Mackey
Overland Park, Kansas 66204
June 28, 1971

Mr. David Crombie
Vice President - Personnel
Trans World Airlines, Inc.
605 Third Avenue
New York, N.Y. 10016

Dear Sir:

I was employed as a flight engineer from June, 1953, to June, 1966, and thereafter as a first officer, with flight engineer seniority and priority rights until July 1970, when I was terminated by the Company.

I appealed the termination to the Pilots System Board of Adjustment. The appeal is now pending. I also requested assignment to the flight engineer position, in accordance with my rights under your agreement with re, signed on July 19, 1963 That request has been denied and, I am told, my right to the flight regimeer position will be denied without regard to the outcome of the appeal.

I request that the Company's denial of my right to the flight engineer position and its failure to assign me as a flight engineer be submitted to the arbitrator designated in TWA's agreement with me as soon as possible.

I have retained the firm of O'Donnell & Schwartz, Esqs., 501 Fifth A enue, New York, N.Y. 10017, to represent me in this matter and request that all orther correspondence be referred to them.

Very truly yours,

William R. Breen

cc: ALPA Counsel, James Berger, Esq. O'Donnell & Schwartz

2006 Latham Street, #56 Mountain View, Cal. 94040 June 19 , 1971

Mr. David Crombie Vice President, Personnel Trans World Airlines, Inc. 605 Third Avenue New York, N.Y. 10016

Dear Sir:

I resigned on April 13, 1970, by a letter submitted to me by :

. I wish to withdraw my resignation and request assignment to a flight engineer position for the following reasons.

When I resigned, I was told by my superiors that since I failed to qualify for the position of captain the only alternative to resignation was termination. I have been advised, and I now believe, that there was an alternative to termination, namely assignment to a flight engineer position in accordance with my priority rights under the FEIA-TWA Crew Complement Agreement, dated June 21, 1962, and TWA's individual agreement with me, dated Vulle 4, 1963

TWA's individual agreement with me, dated Vulle 4, 1963

If my request for such assignment is denied, I wish to appeal that denial to the arbitrator designated in the individual agreement.

I will appreciate your earliest consideration to this request.

I have retained the firm of O'Donnell & Schwartz, Esgs., 501 Fifth Avenue, New York, N.Y. 10017, to represent me in this matter and request that all further correspondence be referred to them.

Very truly yours,

John G. Carl

John P. Carr

o'Donnell & Schwartz

148

JUN 22 1971

ME PRES. IND. REL

1219 Circle Ct. McHenry, Illinois 60050 June , 1971

Mr. David Crombie
Vice President - Personnel
Trans World Airlines, Inc.
605 Third Avenue
New York, N.Y. 10016

Dear Sir:

I was employed as a flight engineer from (17, 3, 1955, to February, 1967, and thereafter as a first officer, with flight engineer seniority and priority rights, until February, 1971, when I was terminated by the Company.

I appealed the termination to the Pilots System Board of Adjustment. The appeal is now pending. I also requested assignment to the flight engineer position, in accordance with my rights under your agreement with me, signed on . That request has been denied and, I am told, my right to the flight engineer position will be denied without regard to the outcome of the appeal.

I request that the Company's denial of my right to the flight engineer position and its failure to assign me as a flight engineer be submitted to the arbitrator designated in TWA's agreement with me as soon as possible.

I have retained the firm of O'Donnell & Schwartz, Esqs., 501 Fifth Avenue, New York, N.Y. 10017, to represent me in this matter and request that all further correspondence be referred to them.

Very truly yours,

Franklin D. Dack

CC:ALPA Counsel, James Berger, Esq. O'Donnell & Schwartz

Jane 30-1978

149

'UL 0 1971

VICE PRES. PID. RCL.

Wolf Road, Taunton Lakes Marlton, N.J. 08053 June 19, 1971

Mr. David Crombie Vice President - Personnel Trans World Airlines, Inc. 605 Third Avenue "New York, N.Y. 10016

Dear Sir:

I was employed as a flight engineer from October 2, 1956 to ; June, 1967, and thereafter as a first officer, with flight engineer seniority and priority rights, until July, 1970, when I was terminated by the Company.

I appealed the termination to the Pilots System Board of Adjustment. The appeal is now pending. I also requested assignment to the flight engineer position, in accordance with my rights under your agreement with me, signed on June 14, 1963. That request has been denied and, I am told, my right to the flight engineer position will be denied without regard to the outcome of the appeal.

I request that the Company's denial of my right to the flight engineer position and its failure to assign me as a flight engineer be submitted to the arbitrator designated in TWA's agreement with me as soon as possible.

I have retained the firm of O'Donnell & Schwartz, Esqs., 501 Fifth Avenue, New York, N.Y. 10017, to represent me in this matter and request that all further correspondence be referred to them.

Very truly yours,

David Linis Carrie

David Lewis Davies

CC: ALPA Counsel, James Berger, Esq. O'Donnell & Schwartz

JUN 20 1971

JUN 23 1971

VICE PRES. IND. REL.

703 Gulf Lamar, Missouri 64759 June 24 , 1971

Mr. David Crombie Vice President, Personnel Trans World Airlines, Inc. 605 Third Avenue New York, N.Y. 10016

Dear Sir:

I was employed by TWA as a flight engineer from until November, 1967, and thereafter as a first officer, with flight engineer seniority and priority rights, until November, 1970, when I was terminated by the Company.

I requested assignment to the flight engineer position, in accordance with my rights under your agreement with me, signed on Carg & 1063. That request has been denied.

I request that the Company's denial of my right to the flight engineer position and its failure to assign me as a flight engineer be submitted to the arbitrator designated in TWA's agreement with me as soon as possible.

I have retained the firm of O'Donnell & Schwartz, Escs., 501 Fifth Avenue, New York, N.Y. 10017, to represent me in this matter and request that all further correspondence be referred to them.

Very truly yours,

JARIJ DO

cc: ALPA Counsel, James Berger, Esq.
O'Donnell & Schwartz, Esqs:

JUN 28 1971

VICE PRES. IND. REL

1730 N. 78 Terrace Kansas City, Kansas 66112 June //, 1971

Mr.David Crombie Vice President - Personnel Trans World Airlines, Inc. 605 Third Avenue New York, N.Y. 10016

Dear Sir:

I was employed by TWA as a flight engineer from Congress 27, 1948 until July 7, 1967, and thereafter as a first officer, with flight engineer seniority and priority rights.

I was terminated on June 4, 1969. My appeal to the Pilots System Board of Adjustment was denied on October 30, 1969.

Contrary to what I was advised at that time, I now am advised, and I believe, that I have a right to a flight engineer position. When I requested such an assignment, the Company denied my request.

I wish to prove the Company's denial of my request for assignment to a flight engineer position and request that my claim be submitted to the arbitrator as provided in my agreement with TWA, dated Company's denial of my 1963.

I have retained the firm of O'Donnell & Schwartz, Esqs., 501; Fifth Avenue, New York, N.Y. 10017, to represent me in this matter and request that all further correspondence be referred to them.

152

Very truly yours,

Chiat Envaror

Chester Lee Edwards

cc: ALPA Counsel, James Berger, Esq. O'Donnell & Schwartz, Esqs.

JUH 21 1971

VICE PRES. IND. REL.

212 Mimosa Circle Ridgefield, Conn. 06877 June 19, 1971

Mr. David Crombie Vice President - Personnel Trans World Airlines, Inc. 605 Third Avenue New York, N.Y. 10016

Dear Sir:

I was employed as a flight engineer from November 1, 1954 . to October, 1966, and thereafter as a first officer, with flight engineer seniority and priority rights, until July, 1970, when I was terminated by the Company.

I appealed the termination to the Pilots System Board of Adjustment. The appeal is now pending. I also requested assignment to the flight engineer position, in accordance with my rights under your agreement with me, signed on February 25, 1963. That request has been denied and, I am told, my right to the flight engineer position will be denied without regard to the outcome of the appeal.

I request that the Company's denial of my right to the flight engineer position and its failure to assign me as a flight engineer be submitted to the arbitrator designated in TWA's agreement with me as soon as possible.

I have retained the firm of O'Donnell & Schwartz, Esqs., 501 Fifth Avenue, New York, N.Y. 10017, to represent me in this matter and request that all further correspondence be referred to them.

Very truly yours,

Otto F. Fleischmann

CC: ALPA Counsel, James Berger, Esq. O'Donnell & Schwartz

JUN 23 1971

VICE PRES. IND. FEL.

JUN 29 1971

8403 W. 93 Cir. Overland Park, Kansas 66212 June 2/, 1971

Mr. David Crombie Vice President - Personnel Trans World Airlines, Inc. 605 Third Avenue New York, N.Y. 10016

Dear Sir:

I was employed as a flight engineer from December 5 1955, to February, 1937, and thereafter as a first officer, with flight engineer seniority and priority rights, until March, 1971, when I was terminated by the Company.

I appealed the termination to the Pilots System Board of Adjustment. The appeal is now pending. I also requested assignment to the flight engineer position, in accordance with my rights under your agreement with me, signed on August 12 1963. That request has been denied and, I am told, my right to the flight engineer position will be denied without regard to the outcome of the appeal.

I request that the Company's denial of my right to the flight engineer position and its failure to assign me as a flight engineer be submitted to the arbitrator designated in TWA's agreement with me as soon as possible.

I have retained the firm of O'Donnell & Schwartz, Esqs., 501 Fifth Avenue, New York, N.Y. 10017, to represent me in this matter and request that all further correspondence be referred to them.

Very truly yours,

James Capping General Level

co: ALPA Councel, James Darger, Esq. O'Donnell & Schumsts

10% 25 107! The facts and real

9662 Dodson Way Villa Park, Cal. 92667 June 26 , 1571

Mr. David Crombie Vice President - Personnel Trans World Airlines, Inc. 605 Third Avenue New York, N.Y. 10016

Dear Sir:

.:1

I was employed as a flight engineer from November, 1954, to November, 1966, and thereafter as a first officer, with flight engineer seniority and priority rights, until November, 1970, when I was terminated by the Company.

I appealed the termination to the Pilots System Board of Adjustment. The appeal is now pending. I also requested assignment to the flight engineer position, in accordance with my rights under your agreement with me, signed on the 4th of June, 1963. That request has been denied and, I am told, my right to the flight engineer position will be denied without regard to the outcome of the appeal.

I request that the Company's denial of my right to the flight engineer position and its failure to assign-me as a flight engineer be submitted to the arbitrator designated in TWA's agreement with me as soon as possible.

I have retained the firm of O'Donnell & Schwartz, Esqs., 501 Fifth Avenue, New York, N.Y. 10017, to represent me in this matter and request that all further correspondence be referred to them.

Very truly yours,

Kenneth E. Lenz

CC: ALPA Counsel, James Berger, Esq. O'Donnell & Schwartz

6809 N. Park Plaza
Kansas City, Missouri 64151
June , 1971

Mr. David Crombie Vice President - Personnel Trans World Airlines, Inc. 605 Third Avenue New York, N.Y. 10016

Dear Sir:

I was employed as a flight engineer from June, 1956, to January, 1967, and thereafter as a first officer, with flight engineer seniority and priority rights, until December, 1970.

I appealed the termination to the Pilots System Board of Adjustment. The appeal is now pending. I also requested assignment to the flight engineer position, in accordance with my rights under your agreement with me, signed on in accordance with my rights under your agreement with me, signed on in accordance with my rights under your agreement with me, signed on in a right to the flight engineer position will be denied without regard to the outcome of the appeal.

I request that the Company's denial of my right to the flight engineer position and its failure to assign me as a flight engineer be submitted to the arbitrator designated in TWA's agreement with me as soon as possible.

I have retained the firm of O'Donnell & Schwartz, Esqs., 501 Fifth Avenue, New York, N.Y. 10017, to represent me in this matter and request that all further correspondence be referred to them.

Very truly yours,

Edward A. Leonhard

CC: ALPA Counsel, James Berger, Esq.
O'Donnell & Schwartz

156

JUN 25 1971

VICE PRES. 140. REL.

JUN 300

1320 S.E. 4th Street
Deerfield Beach, Florida 33441
June 20, 1971

Mr. David Crombie Vice President - Personnel Trans World Airlines, Inc. 605 Third Avenue New York, N.Y. 10016

Dear Sir:

I was employed as a flight engineer from August / 1963 to May, 1967, and thereafter as a first officer, with flight engineer seniority and priority rights, until November, 1970, when I was terminated by the Company.

I appealed the termination to the Pilots System Board of Adjustment.

The appeal is now pending. I also requested assignment to the flight engineer position, in accordance with my rights under your agreement with me, signed on Posor (/>):

That request has been denied and. I am told, my right to the flight engineer position will be denied without regard to the outcome of the appeal.

I request that the Company's denial of my right to the flight engineer position and its failure to assign me as a flight engineer be submitted to the arbitrator designated in TWA's agreement with me as soon as possible.

I have retained the firm of O'Donnell & Schwartz, Esqs., 501 Fifth Avenue, New York, N.Y. 10017, to represent me in this matter and request that all further correspondence be referred to them.

Very truly yours,

17 L'horning

A.C. Loomis, Jr.

CC: ALPA Counsel, James Berger, Esq. O'Donnell & Schwartz

157

150 23 1971

JUN 29 1971

Vice form on on the

1901 N.W. 45 Street Kansas City, Missouri 64150 June 27, 1971

Mr.David Crombie
Vice President - Personnel
Trans World Airlines, Inc.
605 Third Avenue
New York, N.Y. 10015

JUN 28 1971

VICE PRES. IND. REL

Dear Sir:

I was employed as a flight engineer from Nov 6,956 to
May, 1967, and thereafter as a first officer, with flight engineer
seniority and priority rights, until February, 1971, when I was
terminated by the Company.

I appealed the termination to the Pilots System Board of Adjustment. The appeal is now pending. I also requested assignment to the flight engineer position, in accordance with my rights under your agreement with me, signed on 72625. 1963. That request has been denied and, I am told, my right to the flight engineer position will be denied without regard to the outcome of the appeal.

I request that the Company's denial of my right to the flight engineer position and its failure to assign me as a flight engineer be submitted to the arbitrator designated in TWA's agreement with me as soon as possible.

I have retained the firm of O'Donnell & Schwartz, Esgs., 501 Fifth Avenue, New York, N.Y. 10017, to represent me in this matter and request that all further correspondence be referred to them.

Very truly yours,

Vernon C. Meyer

cc: ALPA Counsel, James Berger; Esq. O'Donnell & Schwartz

371 Silvera Avenue
Long Beach, California 90814
June , 1971

Mr. David Crombie Vice President - Personnel Trans World Airlines, Inc. 605 Third Avenue New York, N.Y. 10016

Dear Sir:

I was employed as a flight engineer from 7 M,7 / / 95/ to 12

April , 1966, and thereafter as a first officer, with flight engineer seniority and priority rights, until June, 1970, when I was terminated by the Company.

I appealed the termination to the Pilots System Board of Adjustment. The appeal is now pending. I also requested assignment to the flight engineer position, in accordance with my rights under your agreement with me, signed on the flight engineer position will denied and, I am told, my right to the flight engineer position will be denied without regard to the outcome of the appeal.

I request that the Company's denial of my right to the flight engineer position and its failure to assign me as a flight engineer be submitted to the arbitrator designated in TWA's agreement with me as soon as possible.

I have retained the firm of O'Donnell & Schwartz, Esgs., 501 Fifth Avenue, New York, N.Y. 10017, to represent me in this matter and request that all further correspondence be referred to them.

Very truly yours,

James Milton Miller

cc: ALPA Counsel, Jares Ecrger, Esq. O'Donnell & Schw. tz, Esqs.

JUN 30 1971 VICE PRES. IND. REL.

18602 Nubia Covina, California 91722 June 17 . 1971

Mr. David Crombie Vice President, Personnel Trans World Airlines, Inc. 605 Third Avenue New York, N.Y. 10016

Dear Sir:

I was employed by TWA as a flight engineer from Feb. 1455 until January, 1957, and thereafter as a first officer, with flight engineer seniority and priority rights, until March, 1970, when I was terminated by the Company.

I requested assignment to the flight engineer position, in accordance with my rights under your agreement with me, signed on June 27,1463 . That request has been denied.

I request that the Company's denial of my right to the flight engineer position and its failure to assign me as a flight engineer be submitted to the arbitrator designated in TWA's agreement with me as soon as possible.

I have retained the Firm of O'Donnell & Schwartz, Esqs., 501 Fifth Avenue, New York, N.Y. 10017, to represent me in this matter and request that all further correspondence be referred to them.

Very truly yours,

markell Earl Quackingul Marshall Earl Quackenbush

CC: ALPA counsel, James Berger, Esq. O'Donnell & Schwartz, Esgs.

JUN 211971

NICE PRES. IND. REL

1312 So. Pacific Hwy Talent, Oregan 97540

21845-Mojave-Trail Chatsworth, California-91311 June 30 , 1971

Mr. David Crombie
Vice President - Personnel
Frans World Airlines, Inc.
505 Third Avenue
New York, N.Y. 10016

MICE THES. MD. LET.

Dear Sir:

I was employed as a flight engineer from December 15, 1952 to July, 1966, and thereafter as a first officer, with flight engineer seniority and priority rights, until September, 1970, when I was terminated by the Company.

I appealed the termination to the Pilots System Board of Adjustment.

The appeal is now pending. I also requested assignment to the flight engineer position, in accordance with my rights under your agreement with me, signed on Law 27, 1963.

That request has been denied and, I am told, my right to the flight engineer position will be denied without regard to the outcome of the appeal.

I request that the Company's denial of my right to the flight engineer position and its failure to assign me as a flight engineer be submitted to the arbitrator designated in TWA's agreement with me as soon as possible.

I have retained the firm of O'Donnell & Schwartz, Esqs., 501 Fifth Avenue, New York, N.Y. 10017, to represent me in this matter and request that all further correspondence be referred to them.

Very truly yours,

Januar T. F.C.

· Charles V. Tate

cc: ALPA Counsel, James Berger, Esq.
O'Donnell & Schwartz, Esqs.

TUE 13 1971

1808 Third Street LaVerne, California 91750 , 1971 June

Mr. David Crombie Vice President, Personnel Trans World Airlines, Inc. 605 Third Avenue New York, N.Y. 10016

Dear Sir:

I was employed as a flight engineer from November, 1954, to November, 1966, and thereafter as a first officer, with flight engineer seniority and priority rights, until May, 1971, when I was terminated by the. company.

I appealed the termination to the Pilots System Board of Adjustment. The appeal is now pending. I also requested assignment to the flight engineer position, in accordance with my rights under your agreement . That request has been denied with me, signed on - week !! and, I am told, my right to the flight engineer position will be denied without regard to the outcome of the appeal.

I request that the Company's denial of my right to the flight engineer position and its failure to assign me as a flight engineer be submitted to the arbitrator designated in TWA's agreement with me as soon as possible.

I have retained the firm of O'Donnell & Schwartz, Esgs., 501 Fifth Avenue, New York, N.Y. 10017, to represent me in this matter and request that all further correspondence be referred to them.

Very truly yours,

Charles E. Woolsey

cc: ALPA Counsel, James Berger, Esq. O'Donnell & Schwitz, Esgs.

JUN 2 1 1971

JOINT EXHIBIT 17

DECISION OF PILOT SYSTEM BOARD OF ADJUSTMENTS ON GRIEVANCES OF CERTAIN DEFENDANTS MARCH 2, 1973.

Entire Exhibit

TRANS WORLD AIRLINES PILOTS ... SYSTEM BOARD OF ADJUSTMENT

Grievances of

C.W. Beaty	TWA #P71-2	ALPA # NY 34-71
W.A. Breen	70-37	123-70
F.D. Dack	71-20	61-71
L.R. Jesse	71-70	115-71
K.E. Lenz	70-58	187-70
E.A. Leonhard	71-1	1-71
A.C. Loomis	70-65	202-70
C.A. Tate	70-53	179-70
A. Wenzlaff	70-44	151-70
		•

DECISION OF BOARD

The Grievants' claims for Flight Engineer positions are denied.

S.H. Mariani, Concurring Pissenting

R.D. Wanamaker, Concurring Dissenting

L.A. Perraud, Concurring, Dissenting

C. Tuttle, Concurring, Quissenting

0000

New York, N.Y. March 2, 1973

TRANS WORLD AIRLINES PILOTS. SYSTEM BOARD OF ADJUSTMENT

Grievances of

C.W. Beaty	TWA #P71-2	ALPA # NY 34-71
W.A. Breen	70-37	123-70
F.D. Dack	71-20	61-71
L.R. Jesse	71-70	115-71
K.Z. Lenz	70-58	187-70
E.A. Leonhard	71-1	1-71
A.C. Loomis	70-65	202-70
C.A. Tate	70-53	179-70
A. Wenzlaff	70-44	151-70

OPINION OF REFEREE

TABLE OF CONTENTS

		Page
I	THE PARTIES	1
II	THE ISSUES	1
III	SYSTEM BOARD AND RELATED COURT PROCEEDINGS	3
IV	CONTRACTS AND AGREEMENTS	5
v	ORIGINS OF THIS DISPUTE	9
VI	"CROSS-OVERS" - POLICY AND PRACTICE	13
VII	GRIEVANTS! CONTENTIONS	28
VIII	TWA'S CONTENTIONS	30
IX	DISCUSSION	32
	a) FACTUAL QUESTIONS TO BE RESOLVED	32
	b) CONTRACTUAL QUESTIONS TO BE RESOLVED	34
	c) CONCLUSIONS	49

I. THE PARTIES

The Employer in this case is Trans World Airlines, Inc. (TWA). The labor organization which represents TWA pilots is The Air Line Pilots Association International (ALPA). "Pilot" means Captain, Reserve Captain, First Officer, Flight Engineer, and Reserve Officer.

Prior to 1968 the Flight Engineers on TWA belonged to a separate bargaining unit represented by Flight Engineers International Association. FEIA Counsel, Asher W. Schwartz, represents the Grievants in this proceeding.

TWA is represented by Attorneys Herbert Prashker and Lawrence A. Katz. ALPA is represented by Attorney James S. Berger.

II. THE ISSUES

The nine Grievants, all serving as First Officers, were terminated as TWA employees during 1970 and 1971 for failure to complete satisfactorily the Student Captain training program. Each man submitted a grievance protesting his discharge. By agreement among the parties (TWA, ALPA, and Grievants), their claims were divided into two parts:

- 1. Whether the Grievants had received a fair and adequate opportunity to complete Captain training successfully or whether they were entitled to additional line experience under Section 6(B)(5) of the TWA-ALPA Agreement of January 23, 1970.
- 2. Whether they had a right to return to Flight Engineer positions.

With respect to the first issue the four-member TWA Pilots' System Board of Adjustment denied the claims of Beaty,

Dack, Jesse, Lenz, Loomis and Wenzlaff, (Jt. Ex. 3) and deadlocked on Breen, Leonhard and Tate whose claims were then submitted to a five-member Board. The Grievants at this proceeding were represented by ALPA. 2

The second issue was never submitted to the fourmember Board. By agreement of the parties on March 23 1972, the
nine claims for reinstatement as Flight Engineers were consolidated
for purposes of hearing and submitted directly to the same fivemember Board which had earlier heard the Tate, Breen and Leonhard
claims. (Jt. Ex. 2) Those are the claims before unlow.

References here are as follows:

Jt.Ex. - Joint Exhibit
TWA Ex. - Company Exhibit
Gvt. Ex. - Grievant Exhibit
CRB - Company Reply Brief

TR. - Transcript
CB. - Company Brief
GB. - Grievant Brief

GRB - Grievant Reply Brief

2.

That Board rendered its decisions on September 28, 1972 (Tate and Breen) and October 19, 1972 (Leonhard). I onhard's claim was sustained. TWA was directed to reinstate him to the First Officer position and, after at least six months of flying, to grant him one further opportunity to complete the Student Captain program on DC-9 equipment. The claims of Tate and Breen were denied.

The Grievance dates and related information are set forth in the following table: (Jt.Ex.3)

Name	Termination	Grievance	Submitted to SBA	4-Man SBA Decision
Beaty	1-25-71	2-2-11	3-22-71	2-10-72
Breen	6-19-70	6-30-70	8-17-70	7-19-71
Dack	2-16-71	2-18-71	3-11-71	2-10-72
Jesse	3-26-71	4-2-71	5-10-71	2-10-72
Lenz	11-17-70	11-13-70	12-22-70	2-10-72
Leonhard	12-23-70	12-31-70	3-8-71	9-21-71
Loomis	11-24-70	12-2-70	1-26-71	2-10-72
Tate	9-19-70	10-10-70	11-3-70	5-25-71
Wenzlaff	8-11-70	8-13-70	9-8-70	. 2-10-72

The positions of the parties may be stated succinctly as follows:

Grievants: The Grievants were discharged without just cause. Their seniority and priority rights to the Flight Engineer position under the crew complement agreements have been violated.

TWA: The Grievants were discharged for good cause under the TWA-ALPA collective bargaining agreement. They have no right to special treatment under either TWA-ALPA or TWA-FEIA crew complement agreements.

ALPA: No TWA pilot, including the Grievants, who has failed to successfully complete the Student Captain program has a right to return to the Flight Engineer position. (TR-31)

III. System Board and Related Court Proceedings

In January 1972 the Grievants (with several other First Officers who had been terminated under similar circumstances) applied for a court order enjoining the TWA Pilots: Board from hearing or deciding their claims. They contended that they had rights to arbitrate, instead, before the specially designated arbitrator under their individual agreement with TWA. (USDC. SDNY 71 Civil 3533)

As stated by their Counsel, the Grievants preferred arbitration under their individual agreements because they were aware of ALPA's position regarding their terminations and assumed that a Board appointed in part by ALPA and in part by TWA would not

These agreements were executed in 1962 and 1963, pursuant to a requirement of Memorandum C of the 1962 TWA-FEIA Crew Complement Agreement. (TWA Ex. 6A)

look favorably on their claims. This was, in their minds, the very situation which was anticipated when the individual agreements were signed. (TR.990, CB-10)

TWA opposed the Grievants' position, asserting that:

(1) The individual agreements terminated, by their express terms, upon discharge for cause. (2) Only the TWA Pilots' System

Board could determine whether the Grievants were, in fact, discharged for cause. (3) The Grievants were in no position to enjoin the Board from hearing claims which they themselves had placed before it. (CB-11)

On February 15, 1972, District Court Judge Cooper denied the Grievants' motion to dismiss TMA's application for a stay of arbitration under the individual agreements. (Trans Morld Airlines, Inc. v. Beaty, et al. No. 71 CIV. 3533, 80 LRRM 2353)

On March 7, 1972, District Court Judge Tenney denied the Grievants' motion for an order preliminarily enjoining the TWA Pilots' System Board from continuin proceedings to review the employees' discharges. He rejected the Grievants' argument that, if they were ultimately successful in their contention that they were entitled to arbitration under the individual agreements, they would have been subjected to unnecessary duplication of effort and expense. The Judge also noted a "more fundamental reason" for denying the motion: Since the System Board was not a party to the action the Court was without jurisdiction to restrain it. (Trans World Airlines, Inc. v. Beatv. et al, No. 71 Civ. 3533, 80 LRRM 2354)

There were 19 former employees named in the law suit. All except ten - the nine Grievants and W.C. Meyer (whom the four-member Board returned to First Officer, effective March 1, 1972, and granted another opportunity to take the Student Captain training program) - (Jt.Ex.3) have apparently abandoned any System Board claim. (CB-10)

The five-member Board here is composed of two members selected by TWA (R.D. Wanamaker and S.H. Mariani), two selected by LLPA (L.A. Perraud and C. Tuttle) and one selected jointly by TWA, ALPA and the Grievants (A. Stark). Kearings were conducted in New York City on March 23, 24, 27, May 8, 9, 10, 30, 31, and June 1, 1972. The transcript contains 1429 pages; there are additionally many hundreds of pages of exhibits. Exhaustive post-hearing briefs and reply briefs were submitted by TWA and the Grievants. (ALPA submitted none.)

The Board convened in executive session to consider the entire record on March 2 , 1973.

IV. CONTRACTS AND AGREEMENTS

The parties' primary contract references are set forth below in chronological sequence:

A. June 21, 1962, TWA-FEIA Crew Complement Agreement

Trans World Airlines and Flight Engineers International Association, TWA Chapter agree that the "crew complement" issues are resolved as follows:

1. All Flight Engineers on the Flight Engineer seniority list of 1/1/62 and all furloughed Flight Engineers on the Flight Engineer furlough list of 4/19/61 who possess recall rights and who exercise their recall rights (see listing in Memoranda A and Al) will be recognized as haveing fall priority rights to the Flight Engineer position on all aircraft operated by the Company including three-man jet-crews, on the following basis:

(a) These Flight Engineer positions shall be bid for by such Flight Engineers on a seniority basis.

- (e) No other persons shall be placed in Flight Engineer positions until all presently employed Flight Engineers and those on furlough who exercise their recall rights (Memoranda A and Al) have been given full opportunity to take the training referred to herein (in Paragraph 1(c)) and to bid on Flight Engineer positions as they are qualified.
- (f) The Flight Engineers listed in Memoranda A and Al shall be recognized as entitled at all future times and until retirement or discharge for cause to priority rights to all Flight Engineer positions required by the Company's operations, as detailed and implemented in attached Memorandum C.

Memorandum A

(Included among those Flight Engineers.)
1 sted here were the nine Grievants)

Memorandum C

So long as the Company, its successors or assigns, includes or is required by law or federal regulation to include as a member of its cockpit flight crews in excess of two airmen and one airman is assigned to perform the Flight Engineering functions, the Company, its successors and assigns, agrees that it will offer to all Flight Engineers named on Memorandum A and Al the prior right as against flight crew members other than Flight Engineers to bid and occupy all Flight Engineer positions required by the Company's operations and of its successors and assigns until their retirement, voluntary resignation or discharge for cause. There shall be included among the said Engineers so entitled to priority those Engineers furloughed after. the execution of this agreement because of no available Flight Engineer vacancy to which their seniority entitled them to bid and who are subsequently recalled.

This agreement of the Company is to be made with each individual directly and is to be legally enforceable by him against the Company, and its successors and assigns and it shall be in such form as shall survive the duration of the basic working Agreement and succeeding agreements and is intended to continue in effect unless at any time a majority of such Flight Engineers shall voluntarily decide to reopen this Agreement for modification or repeal.

B. September 25, 1962 TWA-ALPA Crew Complement Supplemental Memorandum.

C. Those Flight Engineers listed in Appendix A attached hereto shall have full job and bid priority rights to the third operating crew position, where required, on all aircraft operated by the Company including turbo-jet aircraft operated by three-man crews. . . .

D. All third crews member positions shall first be filled in accordance with the TWA-FETA Working Agreement and the job and bid priority rights of those Flight Engineers listed in Appendix A attached hereto, as provided in Paragraph C above. . .

C. November 21, 1962, TWA-FEIA Letter of Agreement

If any dispute shall arise between the Association and the Company in connection with the construction, interpretation, application or performance of the Memorandum

The individual agreements contained "prior rights" texts identical to that contained in Memorandum C. (Jt.Ex.6A, Exh.1)

Appendix A lists the same Flight Engineers as Memorandum A (quoted above), among them the Grievants.

of Agreement dated June 21, 1962, such dispute may be referred by either party directly to the Board of Adjustment, in accordance with the provisions of Section XX, paragraph (I) of the Basic Working agreement, except that the neutral member of the Board of Adjustment shall be . . .

D. May 13, 1968 TWA-ALPA Agreement

Under this Agreement Flight Engineers were represented for the first time by ALPA, which had been certified on March 19, 1968 following an election. The Agreement included the September 25, 1962 TWA-ALPA Crew Complement Supplemental Memorandum. (Jt.Ex.11)

E. January 23, 1970 TWA-ALPA Agreement (Jt.Ex.12)

Section 6(B) Rating and Captain Qualification Training

- (1) The Company will maintain a program for the training of first officers as captain. This training will be offered in accordance with system seniority to a minimum of 50 pilots per year, who qualify for such captain training and who possess at least the minimum certified flight time required by the FAR, and have passed the ATP written examination.
- (2) Further, the Company may assign first officers who qualify, to captain's training in accordance with their seniority at the domicile. Such training within the domicile will be done for the purpose of filling prospective temporary vacancies within the subject domicile. . . .

When a pilot fails to qualify as captain in his proper turn under either paragraph (1), (2) or (5) above, or when a pilot fails to qualify for an Airline Transport Pilot Certificate with equipment rating, his case shall be handled as the circumstances indicate, subject to Section 21.1

A similar provision has appeared in all TWA-ALPA contracts since the 1950s.(CB-7)

Section 27. Prior Rights

The parties to this Agreement hereby represent and specifically agree that nothing in this Agreement is intended in any way to diminish or to increase, to any extent, either the pre-existing job rights or qualifications, of any Flight Engineer listed in Appendix A and L-1 of the Crew Complement Agreement of September 25, 1962.

V. ORIGINS OF THIS DISPUTE

The history of the conflict between pilots and flight engineers on United States airlines is too familiar to the parties to justify its repetition here. The present record contains several documents which detail the facts, including an August 10, 1966 Award by Michael I. Sovern in a dispute involving TWA, ALPA and FEIA concerning the Agency Shop. (Jt.Ex.5) This Award recores in considerable detail the events relating to the conflict at TWA during the period 1956-1966. (Jt.Ex.5,pp 2-10)

To place the present controvery in its proper context, however, the following background should be noted:

- The conflict between pilots and flight engineers on TWA can be traced to 1956 when ALPA proposed that jet aircraft be manned by three pilots, one with flight engineering training. The FEIA, representing TWA's Flight Engineers, insisted on retention of the contractual requirement that each Flight Engineer have a mechanic's license (which few pilots had). The conflict was resolved by the establishment of four-man jet crews.
- In 1961 the National Mediation Board sustained a claim by ALPA that all pilots and rlight engineers on United Air Lines constitute a single class or craft for purpose of representation. This triggered a strike by FEIA which feared the loss of representation rights throughout the industry. TWA was one of seven airlines to be struck.

- In February 1961 President John F. Kennedy issued Executive Order 10921 establishing a Presidential Commission "to consider differences that have arisen regarding the performance of the flight engineer's function, the job security of employees performing such function, and related representation rights of the unions. . . " The strike was terminated.

On May 24, 1961, the Commission, headed by Wisconsin Law School Professor Nathan P. Feinsinger, issued its basic report, accompanied by a proposal that the parties negotiate their own agreements. When the parties failed, however, the Commission issued a Supplemental Report on October 17, 1961, which contained detailed recommendations for settlement.

- Many of the Commission's recommendations were incorporated into the 1962 Agreements at TWA, relevant parts of which have been set forth in the preceding section. The 1966 Sovern Award described these settlements as follows:

With TMA's promise not to furlough any incumbent pilots, ALPA agreed to an orderly transition to threeman jet crews. . . FEIA and TWA then executed a detailed crew complement agreement. . . . To resolve the impasse that had put a fourth man in the cockpit, FEIA gave up its insistence that every flight engineer hold an "A & P" licenses FEIA also accepted limited pilot training for flight engineers, to be provided at TWA's expense, in order to meet ALPA's demand that everyone on the flight deck have pilot qualifications. A flight engineer would be eligible to fly in a three-man jet crew when he had acquired a commercial pilot's license and instrument rating and had two hours of jet training, including instruction in three jet landings. . . Until there were enough such engineers to go around, some jets would continue to fly with four man crews. Occasionally referred to by the parties as Feinsinger training, the agreed-upon instruction was

not intended to qualify its recipient to serve as a co-pilot or captain. ALPA settled for it, though, in its crew complement agreement. . . .

The reduction to three-man crews was expected to leave TWA with extra pilots. Accordingly, FEIA and TWA agreed that the company could fill any future need for new flight engineers with pilots in its employ. . . ALPA and TWA agreed that pilots in TWA's employ could bid for such future openings and that if none did, TWA could assign the most junior pilot to serve as a flight engineer. . .

ALPA conceded that incumbent and furloughed flight engineers with Feinsinger training were entitled to "full job and bid priority rights" to the third seat in three-man jet crews. Such flight engineers would also be placed on the pilot seniority list upon the completion of their Feinsinger training. They could, however, be promoted to the co-pilot's seat only upon completion of additional pilot training, to be afforded in TWA's discretion. . .

The ALPA-TWA agreement also required that all new hires, whether for flight engineer or pilot positions, "possess at the time of employment the qualifications required by the Company for employment as a Pilot." Every new hire, again without regard to whether his initial assignment was as a flight engineer or a co-pilot, would acquire a place on the pilots' seniority list as of his date of hire. . . .

To summarize up to this point: By 1963 the Grievants, all "Memorandum A" Flight Engineers, had obtained the "priority right" to a flight engineer position as set forth in the Crew Complement Agreements of both FEIA and ALPA and repeated in Memorandum C. The only specified limitations to these rights "at all future times" were "retirement or discharge for cause"

and "voluntary resignation." Each Flight Engineer with such priority right had, in addition, an individual agreement with TWA through which the right could be enforced. The reason for this, simply, was that the parties envisioned the possibility that FEIA might be replaced by an organization disinclined to continue the rights in succeeding agreements or to vigorously enforce them. (GB-4)

It may be noted here that, according to Harrison S.

(Sam) Dietrich, FEIA's Local Chapter President from 1959 to 1965,
the FEIA and TWA did not discuss the phrase "discharge for cause"
during 1962 negotiations. (TR. 178) (CB-17-18) Any disputes
over terminations for cause, presumably, were to be submitted
to the TWA Flight Engineers System Board of Adjustment established
in the basic Agreement. (TR. 203)

If 1961-62 were years of "job protection", 1963 and succeeding years were years of "cross-over" and advancement. With these moves there arose concomitant problems of the "priority rights" of those who were unsuccessful for one reason or another in upgrading and those who did not desire advancement. Again, the pilot-flight engineer conflict surfaced, this time largely in connection with the treatment of "new hires" as contrasted with the "Memorandum A and Al" flight engineers. A variety of issues were taken before arbitrators, system boards, and the courts. Many employees were terminated. Some were reinstated. Contracts were changed. The 1962 Crew Complement Agreements, however, continued in effect.

The applicability of the November 1962 FEIA Letter Agreement to such disputes - or to the current dispute - is not clear. (CB-18)

A more detailed exposition of these events, which form the backdrop to the current dispute, follows.

VI. "CROSS OVERS" - Policy and Practice

Prior to the 1962 agreements there was little or no interchange of personnel between flight engineer and pilot positions, nor did ontracts contemplate that a pilot might move or bid into an engineer position. The 1958 FEIA contract, indeed, had affirmatively provided that an engineer who became a pilot would lose his engineer's seniority. (This was deleted from the November 1962 FEIA contract, with consequences which shall be noted later.) (CB-19)

The 1962 crew omplement agreements blurred some of the pilot-flight engineer distinctions and opened the way to "cross-overs."

In October 1963 TWA began hiring pilots to serve both in flight engineer and co-pilot (First Officer) positions. (Jt.Ex.5, p.5) (CB-21)

On November 25, 1963, TWA Staff Vice President R.B.

Mueller announced in a Special Bulletin that the Company was

"prepared to consider individual Flight Engineers for a pilot

Eligibility List." To become a candidate it was necessary for

the engineer to obtain a First Class FAA Medical Certificate.

Due consideration would be given to such factors as past record,

medical limitations, outstanding piloting background, age,

education and aptitude. Those accepted would be offered

available positions, in order of flight engineer seniority,

subject to completion of required pilot training and qualification.

"Failure to accept a pilot position hereunder within a reasonable

period of time (other than a Second Officer Status)", the

Bulletin concluded, "will normally result in the Flight Engineer's

name being removed from the pilot Eligibility List." (TWA Ex.8;

CB-21)

No Engineers "crossed-over", however, for almost three years. Rapid expansion of the work force made it apparent that the program to provide "Feinsinger training" to all Memorandum A Engineers would have been severely delayed if some "A" Engineers were released for pilot training. (CB-22) The Company needed more second officers and flight engineers and hired men with pilot qualifications for both positions. The first group of so-called "new hires" was assigned to flight engineer training, the second group to pilot training. (Jt.Ex.5, p5)

This situation led to a variety of complaints:

(1) Some of the first group of "new hires" were resentful because men hired ater would become First Officers sooner. (2) The A and Al Flight Engineers were resentful that some new hire engineers would be assigned to the better paying Jet crews while they - the seniors (by far) - were still awaiting "Feinsinger training" which would qualify them for such assignments. (Jt.Ex.5, p.6)

On July 24, 1964, TWA and FEIA entered into a so-called freeze agreement under which no "new hire" engineer would be permitted to bid into a pilot position until all "A" Engineers had completed "Feinsinger training". (TWA Ex. 9; CB-22) While this freeze was in effect the Company did not permit any Engineers to "cross over" to pilot positions. (CB-22; TR.62-3)

On October 6, 1965, Staff Vice President Mueller announced in a special bulletin that the Company would consider requests from "A" Engineers for pilot training. (The freeze was to be lifted within the ensuing several months, he noted.)
(TWA Ex. 19; CB-23)

Concurrently the Company initiated discussions with ALPA and FEIA in an effort to establish mutually-acceptable

ground rules for "cross-overs" from engineer to pilot positions. What was said at these negotiations, which continued for several months, we are barred from learning by a Movember 30, 1965 agreement arong the parties' attorneys that the negotiations "shall not subsequently be used, referred to or inquired into at any subsequent time by any of the parties . . . or by any person they represent, in any proceeding, whether before a Court, board, agency or arbitrator, without a release in writing signed by all three parties." (TWA Ex. 13)

Meanwhile, (1) ALPA filed a grievance about the freeze agreement; 1 (2) a "TWA Pilot-Engineers Committee" was formed which, on November 19, 1965, informed the Company that the "new hires" did not recognize FEIA as their bargaining representative; and (3) ALPA solicited authorizations for an NMB representation election. (Jt.Ex. 5, pp. 8-9; CB-22-3)

The tri-partite "ground rules" negotiations came to naught. But one problem was apparently relieved when TWA and FEIA agreed that one "A" Engineer would be permitted to "cross over' for every "new hire" who crossed over. There was no public announcement of this understanding, according to FEIA President Dietrich, according to realing any additional problems. (TR, 211; CB-25)

Rather than indefinitely postpone a "cross-over" program, TWA decided to establish its own ground rules. (TR.64; CE-25) On January 13, 1966, Captain David S. Spain, Director-Flight

A court proceeding was also instituted on behalf of new hird engineers who alleged that the FEIA's Agency Shop Agreement could not be lawfully applied to them. On July 6, 1966, that dispute was withdrawn from the Federal District Court and submitted to arbitrator Michael I. Sovern. On August 10, 1966, Professor Sovern held that the Agency Shop Agreement was applicable to all "new hires" while serving in the Flight Engineer station. (Jt.Ex.5)

Contracts Administration, sent a Memo to all District Transportation Managers concerning "Training of Flight Engineers to First Officers Qualifications." The first class, he wrote, would consist of five "new hires" and five "A/Al" engineers. The Memo stated, further, that: (TWA Ex.11)

the future, no A/Al flight engineer will be interviewed prior to ascertaining that his District Transportation Manager -Flying and Manager-Flight Engineers recommend him for the interview. The domicile's opinion should be based upon factors which include at least a careful study of the man's quality of employment record and of whether or bt he has had recurring domicite. training or proficiency problems. With the realization that there may be some modifications which could occ r as a result of experience or negotiations, the "ground rules" which are to apply to either new hire or A/Al flight engineers are attached for your information. These have been discussed thoroughly in our interviews with the A/Al flight engineers, and you should discuss them carefully with your new hire flight engineers prior to the time they report for copilot training. Further, these ground rules will be useful to you in general discussions with flight engineers, pilots and their representatives.

Thus far, the attached ground rules have pretty well covered the questions which have come from the A/Al flight engineers we have interviewed to date. However, in addition to the subject matter of those ground rules, the following items came into the discussions:

- 1. Crew complement history.
- 2. Expansion history (related Agreements, etc.).
- Status of relations between the cockpit unions and between the Company and those unions.

- Status of the Company's so-called "ground rules" (attached).
- 5. Union representation and membership.
- The extent of training required to qualify as copilot.
- 7. Longevity.
- Determination of type aircraft on which flight engineer will qualify.
- 9. Opportunities stemming from expansion.
- 10. Retirement.
- 11. Reactions to be expected on the line from flight engineers with respect to A/A-1 age limitations, and from pilots with respect to including A/A-1 flight engineers in pilot qualification classes.
- 12. Copilot qualifying of flight engineers based at JFK.
- Enthusiasm for and dedication to First Officer and Captain careers.

It goes without saying that the cross-over program will try our collective patience and exhaust our resourcefulness from time to time. A great deal of diplomatic assistance from each of you in your daily contacts with the flight crew members will be most helpful. Please do not post, distribute, or otherwise make available copies of this correspondence or attachments to anyone other than appropriate members or your staffs.

The Guide Lines prepared by Captain Spain, entitled "Flight Engineer to Pilot Cross-Over," contained 15 items, including the following: (TMA Ex.11)

2. Eligibility of A and A-1 Flight Engineers:

(a) Must request First Officer training.

⁽b) Except for certain individuals deemed by the Company to possess exceptionally outstanding overall qualifications, such Flight Engineers must not have yet reached age 42 on January 1, 1966.

- (c) Must possess a First Class FAA medical certificate without waivers and without operationa limitations which would prevent a TMA Captain or First Officer from continuing to act as such.
- (d) C & I minimum pilot experience.
- (e) Satisfactory training and employment record.
- (f) Affirmative review by a Board consisting of:

one management pilot one management flight engineer one management personnel interviewer.

- 4. Upon reasonable notice, the Company may establish a deadline date, beyond which no further requests for First Officer training will be considered from A or A-1 Flight Engineers.
- 7. Whenever an A or A-1 Flight Engineer elects not to accept requested First Officer training when scheduled, the Company shall not consider any future request for copilot training from such Flight Engineer.
- In the event a New Hire Flight Engineer fails First Officer training, the Company expects to terminate his services.
- 9. In the event an A or A-l Flight Engineer fails First Officer training, he will continue in his Flight Engineer position and will not receive any additional future opportunity to qualify as copilot.
- 13. The Company does not expect any pilot, including any former New Hire or A/A-1 Flight Engineer, to move to a Flight Engineer position except to avoid furlough when there is a reduction in force, or when unable to maintain a First Class FAA medical certificate.

- 15. Any Flight Engineer who crosses over to a pilot position shall be deemed to be on pilot probation for one year from the date he initiates First Officer training. In event an A or A-1 Flight Engineer does not pass such year successfully, he may displace to a Flight Engineer position. In event a New Hire Flight Engineer does not pass such year successfully, the Company expects to terminate his services.
- 16. No pilot shall be allowed to displace to Flight Engineer status in the event he fails his checkout to Captain status.

These Guide lines were communicated orally to engineers and pilots, according to Captain Spain, because this was dee i to be potentially less disruptive than publication at a time when tri-partite negotiations were still in progress. (TR.138) The Grievants contend that publication of the ground rules would have improved the chance of reaching a cross-over agreement. The Grievants also affirm, as will be noted later in more detail, that: (1) It was grossl improper for the rules not to have been clearly set forth in writing for the guidance of the A/Al Engineers and the FEIA; and (2) the engineers who entered the cross-over program were not all adequately informed of the substance of the rules, as intended, and the responsibility for this breach was solely that of TWA. (GRB-18,19)

In any event, there was no immediate challenge to the ground rules. Captain Spain or Captain Thomas Graybill (who took over this aspect of the program in August 1955) first talked to groups of engineers; then they interviewed individuals. Spain testified that he was confident that he had made the substance of Item 16 very clear, e.g., that anyone who ultimately failed Captain training would be terminated, whether he was a "new hire" or an"A/Al" Engineer. (CB-29-30; TR.137, 1055-6)

Captain Graybill was equally certain. (TR.1134-39A; CB-30) The Grievants, however, question whether this ground rule intent was so clearly set forth.

During the period June 1966 through May 1967 each of the Grievants qualified for First Officer: (TWA Ex.1)

By August 1966, meanwhile, TWA had modified its ground rule #15 by (1) abardoning the use of the word "probation", and (2) allowing A/Al cross-overs who had become qualified First Officers to return to Flight Engineer positions if they experienced difficulties even after one year. (CB-34; TR.1088,105; TWA Ex.34, Par. "I")

During the period 1966-71 seventeen "A/Als" who had qualified as First Officers voluntarily returned to Flight Engineer positions. An additional twenty-three returned to Flight Engineer rather than enter the Student Captain Training program. The numbers were as follows:

Year	Returned After Qualifying as First Officer	Returned Rather Than Enter Student Captain Program
1966	1	
1967	3	•
1968	10	
1939	2	. 2
1970		. 16
1971	1	. 5

During approximately the same period 64 First Officers were terminated (or resigned) for failure to complete Student Captain training. (Jt. Ex.9) Including the nine Grievants, the numbers were as follows: (Jt. Ex.9)

Year	Terminat		Resigned New Hire	P./P.1	Total
1967	5	-	1	-	6
1968	20	1	5		26
1969	3	2	_		5
1970	4	17	-	-	21
1971	_	6	-	-	6
Totals -	32	26	6		64

186

The Pilots' System Board of Adjustment has adjudicated twenty claims concerning the terminations of First Officers who failed Captain training. Four decisions were rendered by five-man Boards, the remainder by four-man Boards. An additional claim was settled by mutual agreement. The dates and dispositions of these decisions were as follows: (CB-2,3; TWA Ex. 4 & 5)

Decision Date	Grievant	New Hire or A/Al	Referee	Disposition
11-9-67	Napolitan	x	-	Claim denied
5-29-68	Von Dormi	×	-	Claim denied
6-21-68	Diana ·	x	-	Claim denied
6-25-68	Sheffield	x	-	Claim denied .
6-26-68	Walsh	x	-	Claim denied
7-9-68	Rock	x	-	Claim denied
7-9-68	Trojan	. ×	-	Resolved by Agreement
9-19-68	Kapsa	×	-	Claim denied
9-19-68	Titour	×	-	Claim denied
10-21-68	Tijburg	x	-	Claim denied
11-6-58	Fretz	×	Bailer	Claim sustained2
12-10-63	Strother	×	-	Claim denied

The Company and ALPA agreed (with Trojan's acquiescence) that he (1) would be reinstated as First Officer (with back pay) and afforded another opportunity to qualify for promotion to Captain after refresher training and 90 days of line familiarization; (2) would not file a grievance regarding his termination should he fail to qualify; (3) waived and relinquished "any rights he may have under the trms of the Agreement between Trans World Airlines, Inc. and the Flight Engineers Internationa Association signed 2/18/66 and its successor agreement." (TWA Ex.4) When this settlement was made the FEIA had been displaced by ALPA and all flight engineers were covered by ALPA's May 13, 1968 Working Agreement. (Jt. Ex. 9; CB-35)

The Board held that Fretz's failure to pass a single written examination was not sufficient ground for termination. He was reinstated as First Officer. (TWA Ex.4,2)

Decision						
Date	Grievant	New Eire	or	7/71	Roferco	Disposition
12-10-63	Strother	x			-	Claim denica
12-11-63	Anderson	×			-	Claim denied
3-6-69	Price	x			-	Claim denied
6-24-69	Gravagna	x			Kelliher	Claim denied
10-29-69	Romagnioli	×				Claim denied
10-29-69	Edwards			x	-	Claim denicd1
1-30-70	Stengel	x			-	Claim denied
7-24-70	Woolsey			×	Kelliher	Claim sustained ²
2-27-71	Crystal		٠.	x	-	Claim denied.
8-18-71	McIntyre	×			Seibel	Claim denied3
8-18-71	Gaughan			×	Seibel	Claim denied3
8-18-71	Miller			x	Seibel	Claim denied3
8-18-71	Greene			x	Seibel	Claim denied ³
8-18-71	Fleischman			×	Seibel	Claim denied3
8-18-71	Wahaus	x			Seibel	Claim denied3
9-18-72	Breen)	×	Stark	Claim denied3
9-28-72	Tate			x	Stark	Claim denied3
10-19-72	Leonhard			×	Stark	Claim sustained ³

The Board had this to say about Edwards, the second "A/Al" to appeal his termination for failure to successfully complete Captain upgrading. (TWA Ex.4,#22)

employee of TWA, most of which was as a Flight Engineer. His service in this capacity was more than satisfactory.

This service required that extra consideration be given as contended in ALPA presentation of this case. We feel that this consideration was properly discharged in the extra efforts made by the Company in trying to persuade Mr. Edwards to return to his Flight Engineer position rather than take the risk of being terminated as a result of failure to complete the Captain upgrading program.

1(continued)

The Company went so far as to give this man two (2) evaluation rides and advised him that his chances were not good. Mr. Edwards chose to take the risk in spite of all this. The Board feels that having made this decision Mr. Edwards became just another Student Captain subject to the same privileges and risks of all other Student Captains.

The Board can find no evidence that Mr. Edwards was not afforded a reasonable, adequate and fair opportunity to demonstrate his ability to fly in a manner equal to the standards required of a TWA Captain. He failed to do this.

The Board held that Woolsey had not received adequate familiarization training and consequently did not have a fair and reasonable opportunity to complete the Program. He was reinstated as First Officer. (TWA Ex. 4,#21)

These decisions concerned only the Grievants' claims under 6(B)(5), except that in one case there was an additional issue concerning a fair and adequate opportunity to upgrade to Captain.

Another decision, this one issued by the Flight
Engineers' System Board, related to the cross-over controversy,
although it did not concern Captain training. (January 3, 1968, Michael
(Jt. Ex.15) The facts, briefly, were as follows: Ingimar
Thorgeirsson, a "new hire", was employed as a Flight Engineer in
September 1965 and performed satisfactorily until January 1967
when he entered the First Officer training program. He was
dismissed in March because of unsatisfactory progress and
submitted two grievances: one, protesting his dismissal as a
pilot, was appealed to the Pilots' System Board, which denied it;
the second, requesting reinstatement as a Flight Engineer, was
prosecuted by the FEIA, and appealed to the Flight Engineers'
System Board, which deadlocked.

The five-man Board, after overruling the Company's objection that it had no jurisdiction, held that Thorgeirsson was entitled to return to the Flight Engineer position. It noted that Section XIII(B) of the 1958 TWA-FEIA contract had been deleted. That Section had stated, "A Flight Engineer who accepts another flight assignment within the Company which requires his name on another seniority list other than the Flight Engineers' Seniority List shall forfeit all Flight Engineer seniority." This deletion suggested that the parties no longer intended flight engineers who enter first officer training to lose their flight engineer seniority, Professor Sovern stated, He went on to say:

The Company admits that A and Al flight engineers who fail their first officer training may return to their flight er neers' seats. Indeed, a Company witness testified to several instances in which A and Al engineers had successfully completed their first officer training, commenced to serve

as first officers, and, after a few months, were found inadequate and returned to their flight engineers' jobs without impairment of seniority. (T 242) But the Company argues that the same privilege is not available to new hire engineers.

The Company claims that the differing treatment it urges stems from the crew complement settlement. Little purpose would be served by a repetition here of the complex history and terms of that settlement. Suffice it to say that the crew complement settlement does require some differences in treatment between A and Al engineers on the one hand and new hires on the other, but that nothing in that settlement seems to require the difference urged here.

As previous litigation involving these parties reveals, differing treatment of members of the same craft is productive of serious unrest, Seniority is a valued right to any employee. It is doubly so in the airline industry, with its heavy emphasis on the hiring of young men. Thorgeirsson is 32 years old, an age that makes it most unlikely that any other regularly scheduled airline would hire him as a flight engineer now. (T.252). The crew complement agreements do not require that new hires forfeit their flight engineer seniority when embarking upon pilot training. The deletion of the crucial sentence from XIII(B) is not limited to A and Al engineers; no saving clause continues Paragraph (B)'s forfeiture of seniority for new hires. When the parties' agreements do not clearly call for differing treatment of members of the same craft, this Board should not imply it.

The Company argues that the interests of safety are disserved by the employment of a flight engineer who lacks the capacity to move into a pilot's job. But the Company has never found foult with Thorgeirsson's performance of his flight engineer duties. And it has never suggested that the slightest

risk arises from its employment of many A and Al engineers whom it regards as unqualified for promotion to first officer.

The Company has also expressed concern over the development of "a cadre of professional flight engineers" -- men who never move up to pilot. (T.171.)

But the National diation Board has held that the Company's flight engineer constitute a craft or class under the Railway Labor Act. Under the circumstances, the Company cannot justify its action on the ground that the existence of such a class is objectionable.

We conclude that Thorgeirsson retained his seniority as a flight engineer. Since he gave the Company no cause to dismiss him from that post, he is entitled to reinstatement.

The <u>Thorgeirsson</u> decision was applied in several other, pending cases, including that of Eugene S. Will. (TWA Ex.3.p.5) (Another Flight Engineers: System Board (Peter M. Kelliher, Referee) had held under the previous contract that new hire flight engineers could not be compelled to enter first officer training.)

ALPA did not look kindly on the <u>Thorgeirsson</u> decision and it became an element in the representation conflict with FEIA. After ALPA ousted FEIA in March 1968, it negotiated a new contract, effective May 13, 1968, which covered both flight engineers and pilots, "new hires" and "A/Als". It was ALPA's intent - and TWA's as well - to make the new hire flight engineer position a training ground for future captains.

Thus, Section 6(C)2,3 of the new contract required every flight engineer to accept First Officer training when assigned thereto in order of System seniority; and Section 6(C)(6) of the new agreement provided that: "When a flight engineer fails to qualify as First Officer in his proper turn as outlined above, his case shall be handled as the circumstances indicate, subject to Section 21." Accordingly, Flight Engineer Will was again

compelled (against his desires) to enter first officer training. He again failed satisfactorily to complete training and was terminated on April 23, 1969. (Meanwhile the Thorgeirsson decision had been enforced by the federal district court in 1968.)

(Thorgeirsson W. THA, ThG., 288 F. Supp. 71(1968), 68LRRM, 2956.)

When his ensuing grievance was denied, ALPA recommended that he not proceed further. Rejecting this advice, he appealed to the Pilots' System Board, before whom he was represented by his own counsel. (TWA Ex.3) That Board denied his claims on July 10, 1970. (TWA Ex.2)

The four-man Board noted in part:

Section 1994

. . . Section 6(C) of this Agreement included treatment of the subject matter contained in the Thorgeirsson award as well as the Kelliner award. The Board finds that the cited Section contemplates the assignment of Flight Engineers to First Officer training and that no provision is made for allowing such employees to return to the Flight Engineer position if they are unsuccessful in the training. Section 6(C) does contain a provision allowing for the handling of each case as the particular circumstances indicate, subject to the individual's right to grieve. The grievant has urged that the circumstances indicate that it is appropriate to return this grievant to the Flight Engineer position inasmuch as similar treatment has been afforded other individuals in the past. To this end, testimony was presented which indicated that captains who had flown as captains for a number of years but who later failed to qualify on a new or different piece of equipment were allowed either to fly as captains on the former piece of equipment or bid or displace into a lower status on the same or different equipment, if able to qualify. The Board recognizes certain essential

1(continued)

differences between that of the grievant and that described immediately above. Section 6(E)(5) expressly provides procedures to allow a pilot to operate equipment in his current status or to displace into a lower status after failing to qualify in his status on different equipment. This section contemplates that the affected individual has initially qualified and operated some type of equipment. Conversely, paragraphs (B) and (C) of Section 6 address themselves to initial qualification as Captain or First Officer, respectively.

The Board finds no evidence to support the contention of the grievant that he is entitled to reinstatement as a Flight Engineer. Mr. Will then brought a civil suit against TWA, ALPA and the System Board for a declaratory judgment ordering that his grievance be heard by an impartial arbitrator or by the court. Just before trial the parties agreed to submit the matter to Arbitrator Harry H. Platt and had the civil action dismissed. The sole issue decided by Mr. Platt was that stipulated by the parties: "Was grievant denied due process under either the U.S. Constitution or the Railway Labor Act in submission of his grievance to the regular TWA-ALPA four-man System Board of Adjustment over his objection?" The arbitrator was instructed to deal with the issue in the jurisdictional, legal and procedural framework of a U.S. District Judge of the Southern District of New York. (TWA Ex.3)

On July 3, 1971, Arbitrator Platt denied Mr. Will's claims, (TWA Ex3) noting in part:

. . . there is an obvious problem in obtaining a fair hearing for Union members who find themselves in a minority position in their own Union. Nevertheless, where the matter is strictly limited to a policy dispute, as this is, and there is no proof of discrimination against the minority member or a failure to afford him representation, I believe this result is appropriate. It is important to recall and to understand exactly what determination was required of the System Board in this case. The task before it was not to decide plaintiff's inherent might to a job with TWA. It was to decide his rights under the TWA-ALPA collective bargaining agreement by interpreting the relevent provisions of that agreement and applying them to the facts of his case. To put the matter in its most specific sense, what was required was a determination of what the "circumstances indicated" about his failure to upgrade to first officer. find grievant's argument that this language compels a broad, "legislative" determination to be unpersuasive, particularly in light

of the parties' letter of agreement stating that Section 6(C)(6) is to be applied as Section 6(B)(1)(1) had been. It mems far more plausible to me that the parties had something quite specific and well understood in mind when they adopted that language. that is the case, it is both logical and appropriate that the System Board should interpret the language in this case. If they did not in fact have like intentions when they made the agreement, their differences should emerge on the Board. If they did have the same intention, there is no constitutional prohibition to their giving it effect through the Board's proceedings. To the contrary, that is exactly the result contemplated by the Railway Labor Act. To repeat, the Railway Labor Act and the collective bargaining agreement are the only sources of grievant's substantive and procedural rights in this case. It is no violation of due process that those rights should be subjected to interpretation in the manner exclusively provided for the Act and the agreement.

The feeling pervades these proceedings that grievant really wishes to raise a deeper question as to TWA and ALPA's right to make even a policy-level agreement which would deprive him of the job security he had won when he was represented by FETA. Interesting though that question may be, this is clearly not the forum in which it can or should be determined. On the questions which are appropriately before me, grievant has failed to make out a case.

VII GRIEVANTS! CONTENTIONS

The Grievants have raised four principal issues in this arbitration. TWA has contested each one. The Grievants first argue that they were discharged in violation of Section 6(5)(16) of the TWA-ALPA Basic Agreement. This Section, which

specifically concerns pilots who fail to qualify as captains, provides that such cases "shall be handled as the circumstances indicate, subject to Section 21."

Although the Grievants almit that this Section may well require the discharge of new hires who fail to upgrade (GB-9) they urge that the "circumstances" are distinguishable when a former A or Al engineer fails check-out, (1) because of their unique employment history (GB-10): they were granted special rights in the 1962 agreements; they have been placed both on engineer and pilot seniority lists; they became First Officers at a later age than new-hires and yet progressed to Captain check-out more quickly because of their greater seniority; (2) because they have traditionally been treated differently than new-hires (GB-11): they have not been required to accept either First Officer or Student Captain training - i.e. the "up or out" policy has never been applied to them; those who qualified as First Officers have been permitted to return to the Flight Engineer position even after being duly assigned to Captain training; the first A/Al to fail Captain training was offered an unprecedented opportunity to repeat the training program (GRB-2); (3) because they have always been treated as a distinct class when upgrading was at issue; and hence they must be accorded distinct rights under Section 6(3)(16).

The Grievants next raise two distinct but interrelated issues. They claim that their engineer seniority was not lost when they upgraded to pilot, and that they may not be discharged as engineers when they fail to upgrade as Captains. This protection derives from the "priority rights" provisions of the Crew Complement Agreements negotiated by FEIA. The sole purpose of the 1962 Crew Complement Agreements was to protect the employment rights of A/Al engineers who were not pilot trained, and yet open the door for the future hiring of pilot-trained personnel. These Egreements, by their terms, survive today (GB-5).

The Grievants also claim support in the Thorgeirsson award.

The Grievants finally charge that the "up or out" policy of TWA is arbitrary and inequitable, at least as applied to them, (GB 52-4, CRB-5) and that its terms were never properly communicated. (GB 12-15, 20-1, 24-5) The purpose of that policy, they point out, is to make engineer and first officer positions available for training so that personnel who become captains will have had flight experience in the lower categories. There may be good reasons for the discharge of a new-hire who fails to upgrade and who would otherwise indefinitely fill one of the lower training positions, but, the Grievants argue, A/Als are not required to upgrade, by reason of the 1962 Crew Complement Agreements, and hence the engineer lines they fill have never been considered training positions.

VIII TWA'S CONTENTIONS

TWA states that its policy of discharging First Officers who fail Captain has been applied for over thirty years and has never waried (CB-36); the meaning of Section 6(B)(16) of the TWA-ALPA Basic Agreement is therefore perfectly clear.

There is no doubt that A/Als have been accorded special treatment in the past and that their unique position has been "formally recognized, not only in the 1962 agreements but in TWA's own "ground rules" governing cross-over. TWA has never, however, distinguished between A/Als and new-hires who fail Captain training. To do so now would be inequitable and a violation of the equal treatment rule embodied in the Thorgeirsson award.

As for the 1962 Crew Complement agreements and the "priority rights" clauses contained therein, TWA argues that they were intended to preserve rights then held and were not

intended to bar the discharge of a pilot for a cause clearly applicable to all other pilots (CB-41-2). Further, the June 1962 Agreement between FETA and TWA (containing the "priority rights" clauses) does not establish the seniority rights of A/Als once they become pilots. Seniority rights upon cross-over to pilot positions are, and always have been, determined by the Basic Agreement between TWA and the union representatives. Although the laber 1962 Basic Agreements negotiated by FETA preserved engineer seniority rights upon cross-over, the presently applicable Basic Agreement negotiated by ALPA does not. (CRB-25) Hence, upon discharge for cause as pilots the grievants retained no rights to return to their prior engineer positions.

of this position. In <u>Thoraeirsson</u>, the grievant who failed to upgrade to first officer was reinstated on the ground that his engineer seniority was preserved by the then applicable Movember 1962 Basic Agreement (CB-47-8). In <u>Mill</u>, the November 1962 agreement was no longer applicable, ALPA having negotiated a new contract; the grievant, who had failed to upgrade to first officer, was held to have been properly discharged.

TWA strenuously denies that the grievants were not given full and complete disclosure as to the consequences if they failed Captain training (CB-29-33). The Company has successfully maintained its "up or out" policy, even through the latest contract; that policy insures airline safety and efficiency by providing positions for the in-flight training of future captains, and it provides extra incentive to those in training.

As for the application of the policy to A/Als, TMA argues that it would be unfair to discriminate against new-hires and would cause serious craft disharmony should the Grievants' claims to special consideration be upheld.

IX DISCUSSION

a) Factual Questions To Be Resolved

whether the Grievants understood at the time they chose to undertake Captain training that they were subject to dismissal should they fail. True, both Grievants and TWA now question the relevancy of this issue to the resolution of the grievances. (GB-26, CRB-10 n.2) And the parties understand that ignorance of a rule is not necessarily a defense to its infraction, and, conversely, that proclamation of a rule does not necessarily constitute its lawful establishment. Nevertheless, a considerable portion of the testimony was directed to this factual dispute.

The slow evolution of the cross-over policy has been discussed above. When, by January 1966 negotiations had still not produced a set of ground rules for the cross-over program, TWA decided to adopt its own. Rule Number 16 stated:

No pilot shall be allowed to displace to Flight Engineer status in the event he fails his check out to Captain status.

Captain Spain testified that he and Jack Evans interviewed most A/Al Engineers who crossed-over and that he was confident that he had discussed all the ground rules with them and, in particular Paragraph 16. (TR.136-7). Captain Graybill, who took over the interviewing from Captain Spain, testified, among other things, that he addressed a group of Engineers, including Grievants Dack, Jesse, Deaty, Loomis and Leonhard, and specifically informed them that failure in Captain check-out meant loss of employment. (TR, 1134-5).

Captains Spain and Graybill identified various interview sheets which were used as cutlines for individual

interviews (TWA Ex.s 14, 29,33,34), some of which noted the interviewer's/failure of Captain checkout "results in loss of employment". Others referred to the "finality of crossing over" (TWA Ex.14) or merely to "Captain checkout" (TWA Ex.29).

In opposition, the Grievants point to past failures of TWA to adhere to stated policies concerning the inevitability of cross-over (GB-16-17). They suggest that in 1966, under the then-existing Basic Agreement, TWA did not have the power to discharge Engineers who failed upgrading. (GB-18) They also impugn TWA's failure to publish a written directive describing the hazards of Captain check-out. (GB-20) And, although Grievants Loomis, Beaty, Dack, Jesse and Leonhard admitted having received a written questionaire (TWA Ex.14) asking if the applicant had considered the hazards and finality of Captain check-out (GB 20-11), they suggest that it was too ambiguous to constitute formal notice. (Tr. 680)

Grievants Dack and Leonhard testified forther that they were not present during Captain Graybill's entire group interview and did not hear any discussion of the hazards of check-out. (Tr.565-6, 587) Grievants Wenzlaff and Lenz stated that they were not informed of the hazards in individual interviews. (Tr. 681,732)

Notwithstanding the foregoing, seven of the nine Grievants admitted that they understood TMA's two-fold policy: first, that they muld return to an Engineer position anytime prior to entering Captain training; second, that they would be discharged if they entered and failed Captain training.

^{1 (}Beaty, Tr.396-8,399-400, Loomis, Tr.449,456-7,491, Tate, Tr. 543-6,550-1,553,559, Leonhard, Tr.588,596-8,615,618-21, Dack, Tr.580-2, Jesse, Tr.880-1,885,392, Breen, Tr. 914-15,918-20,923-4,926-7.)

Grievant Lenz could not recall the conversation during his interview with Captain Spain (Tr.789-90), but admitted that Captain Mueller informed him of the risk of discharge some time prior to cross-over. (Tr.818) Mr. Lenz's testimony (Tr.822) about subsequent conversations concerning the same subject with Captain Mueller's subordinate, Captain Damielson, must therefore be discounted since

1(continuea)

he could not resonably rely on the statements of a subordinate,

The remaining Crievant, Adolph Menzlaff, testified that
(1) he understood that TMA would discharge First Officers who
failed to upgrade to Captain (Tr.707) and (2) at the time he
was admitted to Captain training he knew of a First Officer
who had been discharged for that reason, (Tr.663) but he did
not believe the rule applied to A/Al Engineers. (Tr.670) This
testimony must be weighed against his admission that despite
his knowledge of TMA policy, at least in regard to new hires,
he never once inquired as to its policy in regard to A/Als.(Tr.682)
His belief as to his status was therefore purely conjectural.
We must also consider in this regard Captain Spain's notes, made
contemporaneously with his interview, in which he specifically
noted that Menzlaff "had weighed all the important factors,
including captain check-out." (TWA Ex.30)

In sum, the Grievants' own testimony, plus the documentary evidence, compels the conclusion that they were aware of TUM policy concerning the hazards of cross-over and, in particular, were aware that they risked discharge if they failed satisfactorily to complete the Captain training program.

It may be that some of the Grievants received this information by means other than direct communication from Management. It may also be true that TWA had failed on occasion to carry out related policies in the past, at least in regard to the time limitations. But the Grievants have not been able to show a Management policy intended to deceive them as to the hazards involved nor a prior course of conduct upon which they had a right to rely.

THA's decision to avoid written communication of the ground rules may have added an element of uncertainty. But the Grievants have not argued that, as a matter of contract right, such rules had to be communicated in writing. It must be concluded that sufficient and proper notice of those rules was given to, and received by them.

b) Contractural Questions To Be Resolved

(1) Retention of Seniority Upon Cross-Over and the Thorquireson Award

The Grievants contend that when they crossed-over from Engineer to First Officer positions they retained their Engineer seniority - that is, their right to return to Engineer positions. They cite the <u>Mestern Airlines</u> case, (Gvt. Ex.M) and the <u>Thorquireson</u> award (Jt. Ex.15) in support of this position, as well as the June 1962 Crew Complement Agreement and the Letter Memorandum IIE of September 25, 1962. (Jt.Ex.12,p.180)

The Grievants' reliance on the Thorgeirrsson and Vestern Airlines cases appears to be misplaced. Mr. Thorgeirrsson,

as noted above, began as a flight Engineer for TWA in January 1966 and in January 1967 was assigned to First Officer training. When he failed to satisfactorily complete that training, in March 1967, he was discharged. Thorgeirrsson then filed two grievances, one protesting his dismissal as a Pilot and the other seeking reinstatement as an Engineer.

At the Thorgeirrsson hearing, TMA admitted that

A/Al Engineers who sought and failed upgrading to First Officer

were permitted to return to their Engineer positions. The

Company argued, however, that their right to return stemmed

from the Crew Complement settlement of 1962 and was not applicable

to new hires. (Jt.Ex.15,p.5) This argument - that the 1962

Crew Complement Agreements and the associated Letter Agreements

published in successive contracts thereafter (see, for example,

January 23, 1970 ALPA-TMA contract, Letter II dated September 75,

1962, Jt.Ex.12,p.180) established A/Al seniority upon cross-over
is now made by the Grievants. (GB-37, GRB-15-17)

In the <u>Thorgeirrsson</u> case, however, Arbitrator Sovern decided that the issue of seniority retention was not disposed of in the Crew Complement Agreements, as the Company had argued, but rather the Basic Working Agreement controlled. The TML-FEIA Basic Agreement of 1958 had provided in Section XIII(B) that Engineer seniority was forfeited if an Engineer's name was placed on another seniority list. This clause was deleted in the then-applicable November 1962 FEIA-TWA Basic Agreement and it was on

Arbitrator Sovern stated: "The Company claims that the differing treatment it urges stems from the crew complement sattlement..... Suffice it to say, that the crew complement settlement does require some differences in treatment between A and A-1 engineers on the one hand and new hires on the other, but that nothing in that settlement seems to require the difference urged here." (Jt.Ex.15,p.5) (emphasis added)

this basis that Thorgeirrsson was granted relief:

The deletion suggests that the parties no longer intend flight engineers who enter first officer training to lose their flight engineer seniority. (Jt.Ex.15,p.5)

The <u>Mestern Airlines</u> case cited by the Grievants concerned an airline Mechanic who crossed over to Flight Engineer, was discharged as an Engineer for failing to report to work and sought reinstatement as a Mechanic. The arbitrator here took a stance similar to Arbitrator Sovern's in <u>Thorceirrsson</u>. He decided that it would not be inherently inconsistent for an employee to be discharged from one seniority list and still retain seniority on another where the relevant contract clause provided for the retention of seniority. The employee was accordingly reinstated.

Neither <u>Thorgeirrsson</u> nor <u>Western Airlines</u> are helpful to the Grievants here because the applicable contract provisions in the 1968 TWA-ALPA Agreement no longer provide for retention of seniority upon cross-over. That Agreement, effective May 13, 1968, provided in Section 6(C)(5):

When a flight engineer fails to qualify as first officer in his proper turn as outlined above, his case shall be handled as the circumstances indicate, subject to Section 21. (Grievance section) (Jt.Ex.11.p.30)

The contract clause: "Employees accepting promotion or transfer to positions not covered by this Agreement will continue to maintain all seniority held at the time of accepting such position for a period of 90 days."

Section 6(B)(1)(L) of the contract had a similar provision respecting failure of first officers to upgrade to captain. Both of these provisions were restated in the January 13, 1970 TWA-ALPA contract (Sections 6(C)(6) and 6(B)(16).

That the parties intended this Section to amend the contractual provisions underlying the Thorgeirrsson award is clear from the Mill case. (TWA Ex.?) Mr. Will, reinstated as a result of the Thorgeirrsson award was discharged a second time because of his failure to upgrade to first officer. Wis second discharge was upheld by Arbitrator Harry Platt who stated that the parties to the agreement were best able to interpret its provisions and that the intent of the parties in enacting Section 6(C)(6) was clear. That Will was unhappy with the amendment, and perhaps with the representation of ALPA, did not constitute a due process claim, Mr. Platt held.

The Grievants acknowledge that, prior to May 13, 1968, all Engineers had a right to displace from First Officer to Engineer upon failure to qualify as Pilot, by reason of the "Flight Engineer Basic Agreement". (GB-17) If these sentority rules were generally applicable to all Engineers, not just M/Als, they clearly lowed from the November 1962 FEIA-TWA contract, not the priority rights" provisions of the Crew Complement Agreement; applicable solely to A/Als. The Grievants similarly acknowledge that the May 13, 1968 TWA-ALPA Agreement may have seriously altered the seniority rules then prevailing for new hires. (GB 18-20) But neither the Basic Agreement, the 1962 Crew Complement Agreements nor the Thorgeireson award

The hostility of ALPA to the seniority rules underlying the Thorgeirrsson award was cited by Will's counsel, Mr. Schwartz, counsel for the Gricvants here, in presenting his claim that Will was denied due process of law in being required to arbitrate a claim regarding Section 6(C)(6) before a Board composed of ALPA and TWA representatives. (TWA Ex.3,p.12)

support the Grievants' claim that A/Als still retain engineer seniority.

The Grievants' reliance on the Trojan settlement, (GB-19) is also misplaced. TWA's offer to a former Al Engineer of a second chance at Captain training on condition that he waive all rights under the Crew Complement Agreements cannot be construed as an admission as to the applicability of those agreements. It is more reasonable to consider it an attempt to avoid litigation which could well be expected to follow the discharge of a former A/Al Engineer.

Although this disposition of the seniority retention issue would appear to foreclose further consideration of the 1962 Crew Complement Agreements, both parties have argued at length as to the meaning of the "priority rights" and "discharge for cause" clauses contained in them. In essence, the Grievants argue that these Agreements gave to non pilot-trained (A/Al) Flight Engineers the right to retain their jobs in jet crews, notwithstanding pilot qualifications which might be required of subsequently-hired personnel, and notwithstanding any subsequent change in bargaining representative. (See GB-31,39, GRB-11) To discharge an A/Al Engineer now because of his failure to meet pilot qualifications, the Grievants argue, (1) violates his contractually protected "priority rights" to Engineer positions and (2) establishes a "cause" for discharge not contemplated in 1962.

The Company's answer, however, is persuasive, namely, that the 1962 Agreements were intended to preserve rights then held and were not intended to immunize A/Al Engineers from discipline when they ventured beyond the protective limits of their Engineer positions. (CB-17,38-9) Thus, it is clear that neither TWA acting alone, nor in conjunction with ALPA, could require A/Al Engineers to upgrade to First Officers or otherwise

attain additional pilot qualifications, except for the so-called Feinsinger requirements. (See CRB-11)

In 1962, FEIA was principally concerned about two dangers: that its members would lose Flight Engineer jobs in jet aircraft; and they would suffer retaliation should ALPA succeed in its representation drive. The Crew Complement Agreements negotiated by FEIA that year resolved both issues. But there is nothing in those Agreements which suggests that any further protection of A/Al Engineers was intended.

The Grievants acknowledge that (1) no upgrading or cross-over of Flight Engineers occurred until 1966 (GB-6); (2) this was after a protracted period of fruitless tripartite negotiations between FEIA, ALPA and TWA, and (3) the cross-over was only made possible because of a provision negotiated by ALPA in its September 25, 1962 agreement with TWA which placed A/Al Engineers who acquired pilot qualifications on the Pilot seniority list. (GB-5) (See also Tr. 183-4, 185-6) It is therefore apparent that the problems raised by crossing over were not contemplated, much less resolved, by the Crew Complement Agreements.

To recapitulate: the 1962 Crew Complement Agreements had a very particular purpose - to preserve Flight Engineer positions from attack by TWA or ALPA. It did not contemplate the voluntary abandonment of a Flight Engineer position or the assumption of another seniority position and was not intended to affect employment rights in either of those contingencies.

(2) Section 6(B)(16) of the 1970 TWN-ALPA Contract Section 6(B)(16) provides:

When a pilot fails to qualify as captain in his proper turn under either paragraph (1),(2) or (5) above . . his case shall be handled as the circumstances indicate, subjet to Section 21. (Section 21 sets forth the grievance procedure.)

been consistently interpreted to require the discharge of new hires who have failed to upgrade to Captain. They nevertheless argue that discharge is inappropriate when applied to A/Als and ask that they be restored to the Flight Engineer positions for which they are particularly qualified (GB-9). Among their reasons: Their employment history with TMA is unique; TMA has accorded A/Als different rights from new nires; the "up or out" policy is arbitrary as applied to them.

It is clear that A/Als have had a decidedly distinct employment history. They alone were the beneficiaries of the "priority rights" agreements, had the benefit of individual employment contracts, and were granted seniority rights which survived any change of representation.

It is also clear that A/Als were accorded distinctive treatment during the cross-over period. New hires were required to accept First Officer training, but A/Als were not. When new hires failed First Officer training, they were discharged (until the Thorgeirrsson award changed this rule) but an A/Al who failed to pass his probationary year as a First Officer was permitted to displace to Flight Engineer. A/Als alone have been permitted to displace from First Officer to Flight Engineer positions at any time prior to Captain training. (GB-11-12)

TWA readily admits having given special consideration to A/Als in the cross-over program because the program was novel, because A/Als were hired as Engineers, not Pilots, and because they had long service with TWA which was "thought to deserve extra protection from the risks of such a program." (CB-46)
TWA also concedes modifications in the program as it went along, including authorization for A/Als to bid back to Engineer were positions. These modifications, it says,/made because some A/Als evidenced difficulty in line service even after the probationary

period had elapsed. (CD-34) Notwithstanding the special treatment given A/Als at several points in the cross-over program, however, TWA has never altered its "up or out" policy once a First Officer entered Captain training. (Tr.75-6) The cross-over ground rules explicitly called for dismissal of all First Officers who attempted and failed upgrading. Whatever amendments to procedure experience with the cross-over program required, this cardinal rule was never changed. (CB-35)

* * * * * * * * * * * * *

On this final question -the application to A/Als of the "up or out" policy under 6(B)(16) - there are two views: First View:

There is no doubt that TWA is correct in its assertions that:

- A cockpit with three crewmen, all with Captain potential,
 is a safer crew.
- 2. Should the Grievants be reinstated they will diminish the number of available training seats.
- 3. Significant expense has been incurred on the Grievants' Captain training.
- 4. Since TWA for thirty years has consistently applied its discharge policy to First Officers who failed Captain training, it cannot be said that it is unjustified in presently applying it to the Grievants. The Company has manifested a true concern over the equitable treatment of both A/Als and new hires. Its efforts now to narrow and finally close the difference remaining between the two groups were not made in bad faith. In fact, to treat A/Als differently from new hires at this point in the program may be considered inequitable by ALPA and new hires in general.

- 5. The Grievants knew that they risked discharge if they entered the Captain training program and failed. If they could show that they had relied in good faith on TWA's former benevolent treatment in deciding to enter the program, a different conclusion might be warranted.
- 6. There is no provision of the relevant contract which affirmatively protects A/Als after cross-over to Pilots positions, and Section 6(B)(16) covers all First Officers, whether formerly new hires or A/Als. Thus, there is no contractual basis for the Grievants' claim to special treatment.

In sum, the discharge of the Grievants (1) was not in violation of any applicable Agreement, and (2) was justified within the meaning of Section 6(B)(16).

Second View:

The application of Section 6(B)(16) to A/Als cannot be evaluated without first an understanding of the underpinnings of the "up or out" policy, since it is that policy which Section 6(B)(16) seeks to enforce.

TMA, largely through the testimony of Captain Robert Mueller, offers five reasons May its "up or out" policy should be applied to A/Als. The first reason is airline safety and efficiency: "Eventually we are going to have all crew members in that crew who we believe to have the potential of a Captain." (Tr.95)

The next reason is dilution of training seats:

When an A-l fails student Captain training, . . . he should vacate . . . the Flight Engineer's seat. The new-hire is a training seat for First Officer, the First Officer is a training seat for the Captain. (Tr.95)

The third reason is money:

who passed first officer training)
were low in experience. Consequently,
we felt that we could give them a
year and . . . they should have it
nailed down. Up to this period of
time if they started to falter,
recognizing some degree of longevity
we hadn't spent a lot of money on
them, we would let them go back. (Tr.81)

(We) said, 'However, if you . . . now enter the student Captain upgrading program, causing the company to spend considerably more money . . . then you must come under the same ground rules as the new-hire Pilots.' (Tr.102)

The fourth ground is <u>equal treatment:</u> "... ordinary sense and equity required that at some reasonable point the ex-"A" Engineers, now Pilots, and other TWA Pilots be treated similarly. (Mueller 104,5)." (CB-46)

The fifth reason is the known risk: ". . . they knew what their exposure was before they entered the student Captain upgrading program and they entered it in spite of this. (Tr.98) . . . they took a chance, . . . They evaluated it, they made their own evaluation." (Tr.99)

It has also been argued that (1) nothing in Section 6(B)(16) suggests that new hires and A/Als be treated differently; and (2) the "up or out" policy is of such antiquity that Section 6(B)(16) leaves no ambiguity. But this policy could not have been applied to A/Al Engineers prior to the first cross-over in 1966, since upgrading was not until then available to them. Moreover, prior to the TWA-ALPA contract of May 13, 1968, the "up or out" policy did not apply to any Flight Engineer who failed to upgrade to First Officer. (See Thorgeirrsson award) Finally, although after May 13, 1968 there

appears to have been no contractual obstacle to the application of the upgrading mandate to A/Als who had crossed over to First Officer, these former Engineers have never been required to submit to Captain traning (Tr.98-9,107). There is thus little or no precedent for the application to A/Als of the "up or out" policy under Section 6(B)(16).

There may be good ground, of course, to apply the "up or out" policy to A/Als now. But, to ignore its purpose and apply such a critical provision mechanically would be contrary to TWA's prior efforts to act justly and with flexibility. (Cf. Tr.104) Let us then consider each of the arguments for the "up or out" policy, and determine their applicability to the Grievants.

Safety. Captain Mueller stated that a crew in which all three members had Captain qualifications, or at least Captain potential, was a safer crew. That may well be. But note that (1) the FEIA-TWA Agreement of June 1962 insured the presence of M/Al Engineers in jet crews whether or not they had Pilot potential; and (2) TWA's own policy of permitting M/Als to bid back to Engineer positions prior to entering Captain training achieved the same result.(Cf. Tr. 96-7) The safety standard, then, while a legitimate consideration, cannot be deemed an important buttress of the "up or out" policy insofar as it affects M/Als. (Cf. CB-51)

Dilution of training seats. This is the central feature of the "up or out" policy and has been ably described by TWA's counsel:

Beyond these considerations, is the fact that TMA became contractually committed by its 1962 Crew Complement settlem in with ALPA, to a policy of hiring Pilots to fill Engineer vacancies; that Pilots so hired are expected to progress from Engineer positions to First Officer positions, and thence to Captain positions; that the premise of the

procedure is that it will produce a safer and more harmonious crew, and that the future Captain's experience in other cockpit positions prepares him better for later Captaincy, and thus makes him a safer captain; that if the grievants are returned to Engineer positions, and become permanent Engineers, they dilute to that extent the amount of cockpit experience which other flying crew members will have had when they become eligible for Captaincy; and that such dilution impairs the achievement of the greater safety and efficiency which the system as a whole is supposed to produce. . (CB-51-2)

As noted above, hower, T.M partially sacrificed its goal in its June 1962 Agreement with FEIA which exempted A/Al Flight Engineers from mandated upgrading, and in its internal cross-over policies which permitted A/Al First Officers to return to Flight Engineer positions any time prior to Captain training (CF. CB-52). More importantly, the 1962 Crew Complement training in effect, gave A/Al Engineers life-time tenure. If they chose not to upgrade, they could fill their positions — as non-potential Captains — as long as they were employed by TMA. Such tenure, of course, was anathema to a policy of mandatory upgrading.

In any event it was clearly in TWA's interest that M/Als voluntarily upgrade so as to open up their positions to young potential Captains.(Tr. 870 Wenzlaff) This, indeed, may be one reason why TWA made the terms for upgrading so attractive to A/Als, as compared with new-hires. It would hardly be equitable, therefore, to discipline employees for failing in their attempts at betterment when such attempts were fundamentally in the Company's interest.

Money: There is no doubt that the Captain training which the Grievants undertook represented an investment of money which was not returned. But it is also true that this training

required an enormous investment by the Grievants, in personal time and effort and family sacrifice.

Was the threat of discharge necessary as a training incentive, as TWA suggests? (CB-5) We think not, since the goal of achieving Captain status was in itself sufficient motivation for student Captains to use their best efforts in training.

Cortainly, TWA cannot gain reimbursement by dismissing the Grievants. But the airline should gain superior Flight Engineers since they must have profited from their Captain training and First Officer experience.

Equal treatment. The traditional disparity of treatment of A/Als and new hires, apparently heretofore condoned by ALPA, results from a shared acknowledgement of their distinctive employment histories. Thus, although TMA has a bona-fide interest in dealing fairly and equitably with A/Als and new hires, its policy has been relaxed in the past in regard to A/Als without opposition, particularly in regard to their right to bid back to Flight Engineer positions prior to Captain training.

Now ALPA and TWA have negotiated a policy of mandatory upgrading. If this "up or out" policy is found inapplicable to the Grievants, it is because the 1962 Agreements negotiated by FEIA on behalf of A/Als exempted them from mandatory upgrading. To accord proper weight to historical differences which were recognised heretofore by all the parties, does not merit a charge of favoritism.

Note also that the policy of mandatory upgrading for flight personnel was modified in the 1970 ALPA-TIM contract, Sections 6(B)(1) & (2). Now upgrading is no longer mandatory except insofar as the needs of particular domiciles require more Captains. (See Tr. 118 (Mueller).)

The known risk. It has already been found that the Grievants understood TWA's policy. They each took the opportunity to upgrade on the terms it was offered, i.e., on risk of discharge.

The Grievants argue forcefully that they did not waive their rights in the sense of an informed and intentional relinquishment. (GB 41-3) Although they may have known what TWA intended to do if they failed Captain training, that hardly amounted to an agreement or acknowledgement that discharge was proper or lawful under the contract. They proceeded, despite their knowledge of TWA's intentions, confident that their contractual claims would be eventually upheld.

TWA's argument may be equitable in nature: that in good faith reliance on the Grievants' conduct it was led to change its position for the worse. Therefore the Grievants should be precluded from now asserting contrary rights. the Crievants made no agreement at the time they entered Captain training upon which TWA had a right to rely. Nor did their silence in the face of TWA's known intentions give cause for reliance. The history of the relations between the parties, at least in regard to the cross-over program, required the opposite conclusion: that all attempts to discharge Flight Engineers who failed upgrading would be strenuously resisted. Moreover, even had good faith reliance been proven, TWA has not shown that it relied to its detriment, i.e., that it would not have invested in their training had it known that the Grievants eventually would be returned to Engineer positions. TWA's own interest in upgrading, therefore, was probably sufficient motivation to make the cross-over program available.

In the final analysis, TWA is asking that we uphold the most severe disciplinary measure - discharge -

without reference and out of all proportion to the actual injury sustained. TWA asks us mechanically to apply such a penalty because it has heretofore been applied to new hires. Discharge may be appropriate for new hires since they are mandated to upgrade. But such a remedy, when applied to A/Als who were hired as Flight Engineers and were not required to upgrade, is punitive. It is hard to concede that a collective bargaining contract requires the imposition of a punitive remedy unrelated to the injury done.

This decision, however, need not rest on these considerations alone. The contract we are asked to enforce provides that the Grievants' cases be handled "as the circumstances indicate". Nothing in that phrase suggests the automatic imposition of the discharge penalty. Quite the contrary, it connotes a case by case determination of what the particular circumstances require. If the parties had intended that discharge should automatically be imposed on all who fall under Section 6(B)(16), they could have clearly said so. We cannot infer as much.

In sum: (1) The Grievants did understand TIM's to failure to failure training at the time they entered the training program. (2) They did not retain Engineer seniority at the time they were discharged. (3) The "priority rights" and "discharge for cause" provisions of the 1962 Crew Complement Agreements did not contemplate the voluntary cross-over of A/Als to Pilot positions and were not intended to affect employment rights in that contingency. (4) Nevertheless, these Agreements did immunize the Grievants from mandatory upgrading. (5) This unique status has been recognized by all the parties and has heretofore resulted in the relaxation of the "up or out" policy for A/Als. (6) Because of the voluntary nature of the upgrading attempted by the Grievants, the traditional remedy applied under Section 6(B)(16) to others who were by contract

required to upgrade is inappropriate.

The Grievants discharges, therefore, were unwarranted.

c. Conclusions.

The majority of the regular Board members agree with the first view expressed above. The decision, therefore, must be to deny all the claims.

The undersigned Referee, while signing the decision, neither concurs in, nor dissents from, this result. His function is to break a deadlock. Thus, 11-A(M) states in part that "in the event of a decision of decalock in any case . . . the Board shall promptly stify the parties to the case of such deadlock decision, . . and . . . that the services of a fifth member of the Board are desired. . " When a majority of the regular members agree, therefore, no referee is required. That is the situation here although, for reasons discussed previously, the four-man Board was bypassed.

I have conceived of my role as referee in this case in these terms: (1) To preside at the hearings, make procedural or evidentiary rulings as necessary, and generally to conduct the proceedings so as to insure that all parties have been afforded a full and fair hearing; (2) to analyze and evaluate the evidence and arguments for consideration by the members of

The collective bargaining Agreement requires that "a decision of a majority of the Board sitting with the fifth member shall be final and binding upon the parties. . " (Section 21-A(M)). In the present case, no matter how the Referee might vote, the outcome would be the same.

the Board; (3) to propere an opinion reflecting such evaluation; and (4) to cast a deciding vote whenever necessary.

I do not believe, however, that my role should include an expression of approval or disapproval of a decision which the regular members have reached, a decision which in essence reflects the contracting parties' agreement on the meaning and application of their own contract. It should be noted, nevertheless, that while reasonable men may disagree on what the decision in this case should be, it cannot be said that the conclusion reached is irrational or capricious. Whether one agrees with it or not, the decision here is a tenable one.

March 2, 1973

Arthur Stark, Refered

PLAINTIFF'S EXHIBIT 1

LETTER FROM ASHER SCHWARTZ TO DAVID CROMBIE DATED JULY 11, 1962, WITH FIVE PAGE ATTACHMENT.

Not admitted into evidence by District Court-see appendix pages 70-76 (transcript pages 5-11).

Plaintiffs 6 hibit ! Channell & Schwa. 15 TWA - Sinduct Horneys and Counsellors it Law 2 West H. 5th Rood, New Hoch in JOHN F O'CONNELL MARRY EDLL STEIN NEW ADDRESS. BOT FIFTH ALFS Jun Felinar July 11, 1962 Mr. David Cfonbie · 380 Madison Aubnue New York, N. Y. . Dear Dave: Enclosed are two copies of a draft of the individual agreement. I will be in Washington tomorrow mostly, in Arthur Goldberg's office. Please telephone ma there when you nave and an opportunity to review this draft. We can then discuss it on the tele-. phone. Sincerely Salivertz AUS: TS Enc .

This Agreement made this day of , 1962,

by and between TMA, Inc., or any successor or assign, (hereinafter referred to as the "Company"), the Flight Engineers

Internation Association, TMA Chapter, or any successor or assign,

(hereinafter referred to as the "Association"), and

(hereinafter referred to as the

"Engineer").

Witnesseth:

an Agreement dated June 21, 1962, entered into by the Association as the duly certified representative of all the flight engineers listed in Memoranda A and AI of said Agreement, including Engineer, and on their behalf and at the instance and request of the Company and of the U.S. Covernment, in order to accomplish a practical and reasonable transition from a four-man jet crew operation to a three-man jet crew operation with full protection to the prior rights of the aforesaid flight engineers to the flight engineer position, and

WHEREAS, that Agreement in part, requires that the Company make an individual agreement with each of the flight engineers referred to in Memoranda A and Al, including Engineer, agreeing to offer him the prior right as against flight erew members other than flight engineers to bid and

occupy any flight engineer position required by the Company's operations and these of its successors and assigns, until his retirement, voluntary resignation or discharge for cause, said individual agreement to be in such form as shall survive the duration of the basic working agreement and succeeding agreements between the Company and the Association, and

WHEREAS, the aforesaid Agreement dated June 21, 1962 became effective upon ratification by vote of the flight engineers referred to in Memoranda A and Al, including Engineer, on

NOW THEREFORE, in consideration of the mutual provisions hereinafter set forth and of the nutual promises set forth by and on behalf of the Company, the Association and Engineer in the aforesaid Agreement of June 21, 1964, it is agreed:

1. So long as the Company includes or is required by law or federal regulation to include as members of any of its cockpit flight enews, more than two airmen, and one or more of such airmen is assigned to perform the flight engineering function, the Company agrees that it will offer to Engineer, in accordance with the aforesaid Agreement of June 21, 1962, the prior right as against flight error members other than flight engineers listed in Memoranda A and A1, to bid for and occupy any flight engineer position required by the Company's

operations, and those of its successors or assigns,

- piration of this and any future collective bargaining agreement between the Company and the Association and shall continue in full force and effect until Engineer's retirement,
 voluntary resignation or discharge for cause, and shall survive
 the furlough of the Engineer because of no available flight
 engineer vacancy to which his seniority entitles him to bid.
- 3. This Agreement shall be reopened for modification or repeal at any time only if a majority of the flight engineers listed in Memoranda A and Al then surviving and who have not retired, resigned or been discharged for cause, voluntarily decide to reopen this Agreement for modification or repeal by ballot conducted by and under the rules of the American Arbitration Association.
- 4. Any agreement entered into by the Company which pertains to the wages; rules and working conditions of employers who occupy the flight engineer position, shall be made subject to the terms and provisions of this Agreement.
- application or interpretation of the terms of this Agreement as they affect Englineer, such dispute shall be submitted for disputition or settlement to an ambitrator selected by the

ingineer and the Company in accordance with the rules of the uncricen Arbitration Association, or if the Engineer elects to do so, to the System Board of Adjustment under the them existing collective bargaining agreement.

- ment or takes any other action which danies or has the effect of denying to Degineer a prior right to the flight engineer's position, as provided in the aforesaid Agreement of June 21, 1962, cuch agreement or action shall be considered as constituting a breach of this Agreement and the Company shall pay to the Engineer monthly until his normal retirement date or death prior thereto, emerged the full ement of Engineer's consult wages, without deduction or offset on account of any other income had by Engineer. The term "annual wages" as referred to herein shall meen the highest cannual carnings of the Engineer in the three calendar years prior to such agreement or other action on the part of the Company.
 - 7. This Agreement shall be deemed to have been executed and delivered in the State of New York and shall be concurred and enforced according to the laws of the State of New York and all previolens thereof shall be administered according to the laws of such state.

IN UITHERS WHEREOF the parties hereto have here-

above written

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•••		
FLIGHT ENGIN	EEFS' IMMERIATE	ONAL ASSOC
Ten Ciparalic		
TWA CHAPTER By		

A.H.S.

PLAINTIFF'S EXHIBIT 2

LETTER FROM ASHER SCHWARTZ TO JESSE FREIDIN DATED AUGUST 16, 1962 WITH FOUR PAGE ATTACHMENT.

Downell & Schwartz Horneys and Counsellors at Law ASHER W. SCHWARTZ. JOHN F. O'DONNELL 501 Fifth Strenue, New York 17 MICHAEL KLEIN EDITH LOWENSTERS CLAYTON SINCLAIR, JR. August 16, 1962 Jesse Freidin, Esq., Poletti, Freidin, Prashker & Harnett, 598 Madison Avenue, New York, N. Y. Dear Jesse: Since you are so actively occupied at the moment in negotiations, I have undertaken to type up the individual agreement between TWA and "Flight Engineer" in the final form agreed upon between us on Tuesday last. I intend to obtain the approval of the TWA negotiating committee to the agreement in this form and to communicate that approval to you and have Crombie in Aspen. I am confident that the committee will occept the agreement which, I will inform them, has resulted from a sincere and conscientious application of our joint efforts to both the spirit and language of the crew complement agreement in this connection. I appreciate very much the constructive attitude and understanding which you contributed to the final realization of this document. Sincerely yours, O'DONNELL & SCHMARTZ AWS: CGM Enclosure 228

This Agreement made this day of etween TMANS WORLD ATPLINES, INC. and its successors and assigns hereinafter referred to as the "Company") and hereinafter referred to as the "Flight Engineer").

... WITNESSETH:

Final form

WHEREAS, the Company and the Flight Engineers' International ssociation, AFL-CIO, TMA Chapter (hereinafter referred to as the 'Association"), are parties to an Agreement dated June 21, 1962, entered into by the Association as the duly certified representative f all the flight engineers listed in Memoranda A and Al of said greement, including Flight Engineer, and on their behalf and at the instance and request of the Company, the Association, and of the . S. Government, in order to accomplish a practical and reasonable transition from a four-man jet crew operation to a three-man jet crew operation with full protection to the prior rights of the aforesaid flight engineers to bid for and occupy the flight engineer position; and

· WHEREAS, that Agreement, in part, requires that the Company make an individual agreement with each of the flight engineers referred to in Memoranda A and Al, including Flight Engineer, agreeing to offer him the prior right as against flight crew members other than flight engineers to bid for amd occupy any flight engineer position required by the company's operations and these of its successors and aneigns, until his retirement, woluntary resignation or discharge for cause, said individual agreement to be in such form as shall survive the duration of the basic working agreement and succeeding agreements between the Company and the Association, it successors and assigns; and

WHEREAS, the aforesaid Agreement dated June 21, 1962 became effective upon approval of the Executive Council of the Association and ratification by votte of the flight engineers referred to in Memoranda A and Al, including Flight Engineer, on

NOW THEREFORE, in consideration of the mutual provisions hereinafter set forth and of the mutual promises set forth by and on behalf of the Company and Flight Engineer in the aforesaid Agreement of June 21, 1962, and in consideration of past services rendered, it is agreed:

1. So long as the Company includes, or is required by law or federal regulation to maclude as members of any of its cockpit flight creus more than two aimmen, and one or more of such airmen is assigned to perform the flight engineering function (without regard to any other name or description by which the flight engineering function may be designated), the Company agrees that it will offer

riight Engineer the por right as against fligi erew members then flight engineers to bid for and occupy any flight engineer position required by the Company's operations and those of its successor or assigns.

- 2. This Agreement shall survive the expiration of the current and any future collective bargaining agreement between the Company and the Association, or their successors or assigns, or any other duly designated or recognized representative of its employees who perform the flight engineering function, and shall continue in full force and effect until Flight Engineer's retirement, voluntary resignation or discharge for cause, and shall survive the re-employment on recall under the basic working agreement should Flight Engineer be furloughed because of no available flight engineer vacancy to which his seniority entitles him to bid.
- 3. This Agreement shall remain in effect as provided in paragraph 2. unless, at such time as the basic working agreement and succeeding agreements are open for revision by reason of notice having been served in accordance with Section 6 of the Railway Labor Act, a majority of the flight engineers listed in Memoranda A and Al then surviving and who have not retired, resigned or been discharged for cause shall voluntarily decide to reopen this Agreement for modification or repeal by ballot conducted by and under the rules of the American Arbitration Association.
- 4. The Company shall not enter into any agreement which modifies, varies from, or is inconsistent with any of the terms and provisions of this Agreement or of the aforesaid Agreement of June 21, 1962.

win from taking the a nobjected to pending . "Il hearing on a light Engineer's objection, he shall have the author y to do so. The bitrator shall in any event schedule a hearing on Flight Engineer's jection within four (4) calendar days following receipt thereof, and all render his decision thereon not later than four (4) calendar ys thereafter.

- 6. If it is determined by the arbitrator that the Company has gned or threatens to sign any agreement, or has taken any action or ireatens to do so, which denies or will, immediately or in the future, treatly result in a denial of Flight Engineer's prior right to bid for doccupy the flight engineer position, as provided herein and in the foresaid Agreement of June 21, 1962, the arbitrator shall direct such etion by the Company as is necessary to assure full and continuous otection of Flight Engineer's prior right to bid for and occupy the position including, in addition to such protection, full ompensation, where appropriate, for any actual loss of earnings that as directly resulted or will in the future have directly resulted from the Company's denial of such right.
 - 7. Should the position of permanent arbitrator become vacant for hy reason, a successor shall be selected by the Company and Flight ngineer but, if they fail to agree upon a successor within fourteen (14) ays after such position becomes vacant, he shall be selected from a set furnished by the American Arbitration Association, in accordance ist furnished by the American Arbitration Association, in accordance ith its then controlling rules and regulations governing such selection.
 - 8. This Agreement shall be deemed to have been executed and elivered in the State of New York and shall be construed and enforced coording to the laws of the State of New York, and all provisions hereof shall be administered according to the laws of such state.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed heir hands and seals the day and year first above written.

	TRANS WORLD AIRLINES, INC. By:
	FLIGHT ENGINEER
to me kno	19 , before me personally came own, who, being by me duly sworn, des at ; that he is the
id depose and say that he resid	would birlings Inc., the corporation
escribed in and which executed	the foregoing instrument; that he knows

the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

On the day of , 19 , before me personally came , to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

The Flight Engineers' International Association, AFL-CIO, TMA Chapter, being a party to the Agreement dated June 21, 1962, hereby consents to and approves this Agreement, which shall not be subject to change by the Association, its successors and assigns, except in the manner provided in paragraph 3. thereof.

FLIGHT ENGINEERS' INTERNATIONAL ASSOCIATION.
AFL-GIO, TWA CHAPTER

Ву:_____

on the day of , 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the of the Flight Engineers International Association, AFL-CIO, THA Chapter, the association described in and which encouted the foregoing instrument; and that he signed his name thereto by order of the Executive Council of said Association.

stated which are those that have been designated by said attorneys for that purpose.

By leaving ____ true copies of same with a duly authorized person at their designated office.

By depositing true copie of same enclosed in a postpaid properly addressed wrapper, in the post office or official depository under the exclusive care and custody of the United Stated post office department within the State of New York.

Names af attorneys served, together with the names of the clients represented and the attorneys' designated addresses.

POLETTI FREIDIN, PRASHKER FELDMAN + GARTNER ATTORNEYS FOR PLAINTIFF - APPELLEE 777 THIRD AVE. NEW YORK, N.Y. 10017

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teliman 1976 Muchael Se

MICHAEL DeSANTIS

Qualified in Bronx County